

## Solicitors' Journal &amp; Reporter.

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## CONTENTS.

## JOURNAL.

CURRENT TOPICS:—	
The Courts and the Queen's Birthday .....	597
The Prerogative of the Crown to Raise and Maintain a Standing Army outside the Kingdom .....	597
Conditions of Sale of Real Property .....	597
The Bills of Sale Act Amendment Bill .....	598
LEADERS:—	
The Custody of Parish Registers .....	598
Liability for Throwing Rainwater on Neighbouring Property .....	599
GENERAL CORRESPONDENCE:—	
CASES OF THE WEEK .....	601
The Liverpool Solicitors and the President of the Liverpool Law Society .....	607
APPOINTMENTS, ETC. ....	608
SOCIETIES .....	608
LEGAL NEWS .....	609
LEGISLATION OF THE WEEK .....	610
LONDON GAZETTE, &c., &c. ....	610

## REPORTS.

Ambrose Lake Tin and Copper Mining Company (Limited), In re Th. Clarke's case, Taylor's case (App.) .....	601
Arrowsmith, Ex parte. In re Leveson (App.) .....	600
Bath v White (C.P. Div.) .....	617
Chennell, In re. Jones v Chennell (App.) .....	595
Clarke v Chambers (Q.B. Div.) .....	613
Elham Valley Railway Company, In re. Biron's case (Chan. Div. V.C.M.) .....	606
Firebrace v Firebrace (Div. Div.) .....	616
Gretton v Mees (Chan. Div. Fry, J.) .....	607
Hayman, Ex parte. In re Fulford (App.) .....	597
Holmes v Sayer Milward (Ch. Div. Fry, J.) .....	608
Manson v Thacker. Thacker v Manson (Ch. Div. V.C.M.) .....	604
Stace v Gage (Chan. Div. V.C.M.) .....	605
Weatherall v Thornburgh (App.) .....	593

TO CORRESPONDENTS.—All letters intended for publication in the "Solicitors' Journal" must be authenticated by the name of the writer. The Editor cannot undertake to return MSS. forwarded to him.

\* \* Last week's issue of the SOLICITORS' JOURNAL is at present out of print; but the Publisher will be able shortly to supply copies.

## CURRENT TOPICS.

SO MANY DISASTROUS EPISODES marked the official anniversary of her Majesty's birthday last year that we are not surprised at the resolution of the learned judges (the Master of the Rolls dissentiente) that the courts should be closed on that day in the present year. The courts, which ought to have been the scene of resplendent raiment and joyous, if dignified, loyalty, were last year the abode of misunderstanding and confusion of countenance. One learned judge appeared at Nisi Prius in the gorgeous robes which, as some one observed at the time, commemorate alike the birthday of her Majesty and the death of the Saints. Another learned judge, in a court close by, appeared in his ordinary black robe. And while the members of the inner bar in the court of the former judge were roundly reproved by him for the scanty dimensions of their wigs, the Queen's Counsel before the other judge, who had mounted full bottomed wigs in honour of the day, when they saw the black robe of the learned judge, at once disappeared in dismay and assumed the wig of every day life. After these experiences, we say, we are not surprised that the judges resolved this year to close the courts on the Queen's birthday. And if there were no such

person as the suitor there could be little objection to the form in which their exuberant legal loyalty manifested itself. But it would be well that the interests of the suitor should not be altogether left out of sight when the question of the continuance of the practice is settled. And if it is resolved that the day shall be kept as a holiday, it will certainly be convenient that it should be observed throughout all the courts.

THE ATTORNEY-GENERAL based his assertion of the doctrine that the prerogative of the Crown extends to the raising and maintaining of a standing army outside this kingdom upon a dubious passage from Hallam; but omitted to quote the important words of that learned author in which he describes the standing army as "at least unconstitutional, as distinguished from illegal, and . . . a novelty of much importance, tending to endanger the established laws." The Lord Chancellor, in his more cautious assertion of the same doctrine, laid much stress on the alleged fact that, "throughout the whole of the last century an army was kept up in Ireland without the consent of the British Parliament." Sir H. James, in his speech of Friday week, contradicted this assertion. A correspondent of the *Times* attempted to rebut Sir H. James's deductions from the Acts of Will. 3 and Geo. 3, and has, in his turn, been answered by another correspondent of the same journal. But neither Sir H. James nor the writer in the *Times* has, by quoting these legislative provisions, shown how very strong as to the non-existence of any such prerogative as that now claimed for the Crown, is the latter of the two statutes referred to. The first Act (10 Will. 3, c. 1) provides "that all other the army, regiments . . . officers and soldiers within the said kingdom of Ireland shall on or before 1 May, 1699, be disbanded, except such regiments . . . not exceeding 12,000 persons, commission and non-commission officers included, as before 18th April, 1699, shall be particularly expressed in and by his Majesty's Royal Proclamation under the Great Seal of Ireland, in which proclamation the particular number only of each regiment, troop, and company shall be expressed." The second Act (8 Geo. 3, c. 12), after reciting the above Act, and also that "the public service of these kingdoms doth require that some part of the troops kept on the establishment of Ireland should be employed towards the necessary defence of his Majesty's . . . plantations abroad," and that "it may be expedient that a number of troops, not less than 12,000, shall be kept in Ireland," provides that "it shall be lawful for his Majesty, his heirs and successors, to raise and keep up, on the said establishment of Ireland, any number of troops, consisting only of his Majesty's natural born subjects, not exceeding 15,235 in the whole in time of peace." If the prerogative claimed for the Crown to raise and maintain a standing army outside England existed, how came it that the consent of Parliament was deemed necessary to enable the Crown to increase the forces in Ireland, and how did Parliament obtain its power to restrict such forces to natural born subjects, or to bind down the Crown to a specified number of troops?

WE ARE GLAD to observe a tendency in influential quarters to modify the stringency of the condition of sale of real property, giving the vendor the right to refuse to comply with the purchaser's requisitions, and to rescind the contract. No conveyancer can have failed to meet with instances in which this condition has been unfairly used to deny the purchaser an answer to perfectly reasonable requisitions, and to drive him into acceptance of the title. It is too probable, also, that the condition is sometimes used by vendors who, having an offer of a better price, refuse to comply with reasonable requisitions, in the hope of being

enabled to rescind. We observe that the Liverpool Law Society, in revising their form of conditions of sale, have added to the condition relating to the power to rescind words limiting the right of the vendor to rescind to cases in which he is unable to comply with the purchaser's requisitions, or unwilling to do so upon the ground that the cost of compliance would be unreasonably heavy; with a provision that if he exercises his right to rescind he shall only do so after fourteen days' notice. The modification seems to meet the justice of the case, and to be fair to both sides. The fourteen days' interval will give opportunity for negotiations and explanation, and the provision restricting the right of the vendor to cases of inability or excessive cost will go far to remove the oppressiveness of the condition. There are other alterations in the new Liverpool form of conditions to which we may hereafter call attention.

OUR EMINENT CORRESPONDENT, Mr. Bateson Wood, of Manchester, in a letter we print in another column, has taken up the cudgels for the Bill of Sale Amendment Bill. The letter reaches us too late for discussion this week, and we may safely leave Mr. G. J. Johnson (than whom, probably, few men in the profession have had more practical acquaintance with the law of fixtures) to deal with Mr. Bateson Wood's suggestion that he has confused landlord's fixtures and fixed machinery. But we may observe that our correspondent is a little too hasty in his remark that the position the owner of a mill, with fixed machinery, would be placed in, of either injuring his credit by registering the mortgage, or being content to get so much less advanced as is represented by the diminished value of the mill after the removal of the fixtures, is exactly the policy the Bills of Sale Act intended to establish. The policy that Act intended to establish was that *where credit was given to a man on the strength of his ownership of certain chattels, then his credit should be diminished according as his means of payment out of those chattels was diminished*. If Mr. Bateson Wood means by his assertion that "the fact cannot be controverted that a trader gets credit on the faith of the machinery which he seems to possess," that the trader obtains credit on the faith of his ownership of the fixed working machinery, then we venture to differ with our correspondent. The whole point in controversy is whether there is any sufficient reason shown for disturbing the rule of law, which is well understood by commercial men, and with the knowledge of which they make their advances? We can find no sufficient reason in the observations of Mr. Bateson Wood.

The following additional alterations in the close time for wild fowl under the Wild Fowl Preservation Act have been made by the Secretary of State for the Home Department:—For the county of Glamorgan, so as to be from the 1st of March to the 1st of August, and for the county of Gloucester, so as to be from the 1st of March to the 31st of July.

In the House of Commons on the 23rd inst., with reference to the decision of the Scottish Court of Justiciary, which we noticed, *ante*, p. 485, Mr. W. Holms asked the Lord Advocate if he was aware that, by a recent decision of the High Court of Justiciary, the Sale of Food and Drugs Act, 1875, had practically become inoperative in Scotland; and, if so, what steps he proposed to take to remedy that state of things. The Lord Advocate said his attention had been called to the decision in question. The result of that decision was rather too strongly put in the question. It only affected the sixth clause of the Act, but he admitted that it would have the practical effect of stopping those prosecutions. The Act, however, was one which applied to England as well as Scotland, and the same point which had been decided by the High Court of Justiciary had been raised by an appeal from a decision of the magistrates of Sheffield. He understood that that appeal was now pending before the courts in this country, and he thought it would be better before taking action in the matter to wait and see what the judgment in that case might be.

### THE CUSTODY OF PARISH REGISTERS.

THE Ecclesiastical Courts and Registries Bill, as originally introduced in the House of Lords some years ago, included a clause providing that all parish registers more than twenty years old should be transferred to the Record Office. This clause, in consequence of the opposition of the Duke of Richmond, actuated as his lordship's observations seemed to indicate by some of the clergy, was struck out on the report of amendments in committee. If the public were only thoroughly aware of the importance of the matter thus pushed aside—if the fact could only be brought home to them that an inestimable class of records has been, and still is, gradually perishing piecemeal all over the country for want of proper custody—we believe there would be such a popular outcry as would at once lead to proper legislative action for their preservation. We print in another column a letter from a correspondent, whose attention has probably been strongly called to this subject from instances which have come under his observation in practice of the difficulty of getting at evidence which ought to be obtainable from parish registers. He asks for instances of improper dealings with these important documents, in order that such instances may be used in support of a movement for a Parliamentary inquiry into the subject. Materials are certainly not wanting in support of such a movement. In 1831, questions were sent round to every incumbent of a parish as to the number of volumes, dates, and state of preservation of the registers in his possession down to the year 1812. The answers received are stated to be deposited in the British Museum, but an abstract of them was published, from which it appeared that out of about 10,000 parishes, rather over *one-fifth* had no registers extending further back than 1700, and that 600 or 700 began subsequently to 1750.

From the returns we take the following as illustrating the condition in which the registers were kept. At Huish Champflower, Northumberland:—"The early registers are mutilated and illegible, occasioned by a storm unroofing the church and wetting the contents of the parish chest." At Wishaw, Warwickshire, the register begins 1773:—"The earlier registers were nearly destroyed by damp, and are supposed to have been totally lost in 1814." These are merely examples of many other entries of the same kind. "Register destroyed by fire"; "register stolen"; "register missing," are also most frequent returns, and in many cases the register seems to have been devoted to base uses. For instance, Otterford, Salop:—"About twenty years ago the churchwarden, who was a shopkeeper, used some of the registers for waste-paper to enfold his goods." Wainfleet, All Saints, Lincolnshire:—"The first register has been mutilated apparently to write bills in, as a butcher's bill remains on part of the last leaf." Renhold, Bedfordshire:—"Parts of the leaves cut out from the year 1668 to 1685. They appear to have been cut out by children who have evidently been scribbling and drawing figures." Bigland, in his *Observations on Parish Registers*, says that in one parish the clerk was a tailor, and had cut out more than sixteen leaves of the old register to supply himself with measures. And Burn (*History of Parochial Registers*) mentions that the registers of South Otterington, previous to the eighteenth century, were used by the parish clerk as waste-paper, not a few being employed for the purpose of singeing a goose. The same author also mentions that at a farmhouse in Nottinghamshire the leaves of the old parochial registers, sewn together, constituted the covering of a bedstead, while in another the daughters of the parish clerk had cut up the register for parchment to be used in manufacturing lace. Coventry (*Evidence*, ed. 1832, p. 49), says, "in a case just laid before the writer, it is stated that the parson's greyhound had made her nest in the chest containing the parish registers, and that, as the reverend gentleman had a greater

affection for the progeny of his companion than the offspring of his parishioners, the requisite registers of baptisms, &c., had become obliterated and partially destroyed." Mr. Taswell Langmead, in an excellent little pamphlet on parish registers which he published in 1872, refers to the fact which came out in the Huntingdon Peerage Claim, that the early registers of Christ Church, Hampshire, were used by the curate's wife for the purpose of making kettle holders. And Mr. Downing Bruce, in a pamphlet published in 1854, stated that the parish register of Kirby Malzeard, in Yorkshire, for 1653, reported by the curate to be lost or stolen, was discovered by Mr. Bruce, tattered and torn, behind some old drawers in the curate's back kitchen.

But, it may be said, these are the results of carelessness no longer likely to occur. We are not so sure of this. Wilful destruction may be less common than formerly, but damp and mildew are still silently doing their work, and fire and robbery are still in frequent operation. Mr. Taswell Langmead cites the case of Crossthwaite Church, upon which robbers made an attack in 1870, "and the baptismal and marriage registers were destroyed"; and refers to the case of the loss of the Kew Church registers by robbery some years ago. It should not be forgotten, too, what facilities for fraudulent erasure and interpolation are afforded by the existing state of things. Mr. Taswell Langmead quotes from the *Pall Mall Gazette* of November 23, 1871, the following statement:—"So recently as last November, a man named Charles Chadwick, a claimant to the estates of Sir Andrew Chadwick, of the time of Queen Anne, was prosecuted for being a party to the mutilation of the parish register of Haslingden, Lancashire, more than thirty years since. In 1861 the prisoner made a statutory declaration that two persons, named William and Squire Guest, went to the minister's house, at Haslingden, to search the register, and during the minister's absence, Squire Guest took a penknife from his pocket and abstracted a leaf containing the register of burial of one James Chadwick, of Haslingden, the real heir to Sir Andrew, whereby the claim of his descendants was frustrated. The prisoner subsequently swore that he had not been a witness to the mutilation; but it is a significant fact that two leaves of the register are now missing about the date in question." Mr. Langmead adds:—"From personal experience the writer is convinced that any man of gentleman-like address would find it easy, in the majority of country parishes, to obtain, under the plea of making a long search, access to the registers for several hours together, without the safeguard of any continuous supervision to prevent fraudulent erasure, mutilation, or interpolation." It should also be borne in mind that the cost and trouble of search in registers scattered all over the kingdom is immense in comparison with what it would be if they were all collected in some safe central depository.

Now, to bring to a point these observations, why should not the same course be taken with parochial registers as was taken with non-parochial registers, and with the old parochial registers of Scotland? Why should not all English parochial registers be deposited at Somerset House or the Record Office? If this course were taken they would be rendered absolutely secure; search would become easy, especially if an index were framed, and the possibility of fraudulent interpolation or erasure would become very small. As regards the cost of the change, Mr. Langmead calculates that, taking the sum got by each parochial incumbent in the year for search fees in old registers at only 10s., there would be an aggregate income of £5,000 for the maintenance of a central depository in London.

#### LIABILITY FOR THROWING RAINWATER ON NEIGHBOURING PROPERTY.

In the case of *Hurdman v. North-Eastern Railway Company* (26 W. R. 489, L. R. 3 C. P. D. 168), a point of much interest was decided, in which the application of the well-known maxim *sic utero tuo ut alienum non laedas* came in question. The statement of claim alleged that the surface of the defendant's land had been artificially raised by earth placed thereon, and that in consequence the rainwater falling on the defendant's land made its way through the defendant's wall into the adjoining house of the plaintiff, and caused substantial damage. It was held on demurrer that the statement of claim disclosed a good cause of action.

We have before taken occasion to make observations on the great difficulty of applying the maxim, *sic utere, &c.* It is, of course, one of the most elementary principles with which the law student is made acquainted that *damnum absque injuria* gives no right of action. The test, however, that is to distinguish between *damnum absque* and *damnum cum injuria* is very difficult to find. The law of this country deals with questions of this sort in a somewhat hand-to-mouth kind of way, judging of each case as it arises according to the analogy of other cases or the expediency of the thing. The question that arises in every such case is, what is the right of the person complaining in respect of his land? His rights ought, one would think, to be capable of being formulated generically to some extent, and the problem in the particular case solved by reference to such formulae. It is rather a lame conclusion that the right of a landowner can only be treated as a right to have or not to have done every particular thing that may come in question. No one, however, who has considered this class of questions can doubt the extreme difficulty of laying down any logical principles.

We take it that the way in which these branches of law grew up was in the nature of things empirical, and founded very much on the apparent expediency of particular cases as they, from time to time, presented themselves. In the general struggle of landowners for advantage to themselves, it would be first recognized by the lawyers or lawgivers of early times that there were certain elementary rights of enjoyment—vested rights arising out of the naturally existing state of things—which must be protected, unless chaos and anarchy were to prevail. The right to the flow of water in a natural stream, for instance, was a thing which no one could be entitled to monopolize against the will of other riparian proprietors. A state of things in which a person could do so without infringing the law would be a state of internecine warfare between landowners, and in reality primitive anarchy.

Then, again, there were probably seen to be certain modes of enjoyment of the land, artificial in the sense that they involved an alteration of the existing state of things, but natural in the sense that they were obvious and ordinary modes of using natural objects dictated by the elementary necessities and habits of mankind. Such, for instance, was the mode of enjoying the land by building a house upon it, and inhabiting the same. The neighbouring proprietor must clearly be restrained from acts which make this mode of enjoyment impossible. But a distinction here soon arises. It appears clear that the right of landowners as between themselves is not merely to the enjoyment of the land as it existed naturally. Such a principle would obviously be a perpetual bar to all improvement, and to all enterprise in the use of land, by removing all incentive to exertion. On the other hand, it would soon appear that this protection to artificial modes of enjoyment must not be carried too far, and that a man ought not, in the absence of prescription, by reason of his mere priority in using his land in a certain way, to restrict his neighbour from using his own land similarly, though it might prejudice such prior enjoyment. The



rights of a landowner in respect of his land or his house must be restricted to a right of enjoyment free from interference with the natural necessary advantages essential to such enjoyment, such as rights of water, pure air, and so forth. He cannot, for instance, claim because he has set up a mill that his neighbour shall not be entitled to do so, though it may damage his profit.

It may often be difficult to strike the balance of justice and expediency between the rights of landowners, and to settle how far the right of enjoyment by the one shall restrict the right of the other to change the existing state of things for the purpose of new modes of enjoyment of his property, but in the case which has called forth the present remarks, it does not appear to us that there was really much difficulty. Having regard to certain cases cited in the argument, and other possible cases which might be suggested, it may be somewhat difficult to fix the scope and limits of the rule to be deduced, but upon the particular facts there does not seem to us to have been much doubt. None of the cases where one landowner has brought on to, or collected on, his property quantities of water or other matter which have escaped and got on to his neighbour's property, seem to us to apply. That class of cases, of which *Rylands v. Fletcher* (L. R. 3 H. L. C. 330), may be taken as the leading case, involves different considerations. In the present case the defendant collected nothing. It was the natural rain falling from the heavens, and which would in any case have fallen on his land, that did the mischief, because, having altered the conformation of his land, it was thrown against the plaintiff's wall, instead, probably, of sinking into the defendant's soil, and finding its way off in the natural manner. The mode in which the plaintiff's right is expressed in the judgment is as follows:—"If any one by an artificial erection on his own land causes water, though arising from natural rainfall only, to pass into his neighbour's land, and thus substantially to interfere with his enjoyment, he will be liable to an action at the suit of him who is so injured."

The judgment mentions a qualification of this statement which is established by many decisions—viz., that in the case of mining operations a man may mine provided he does so in the usual manner, with reasonable skill, even though the result is that water is set free and flows into his neighbour's mine. This exception is put, however, by the judgment, on the ground that mining in the usual way is to be considered as a natural use of the land. We have some difficulty about this way of looking at it. To say that it is an ordinary or customary use of the land seems correct, but hardly that it is a natural use of it, as opposed to an artificial use of it. It is not mere user, it is alteration of the natural state of things. It seems to us that the mining cases might be disposed of by the consideration that neither party is insisting on the natural state of things, and the alterations effected by both have conduced to the mischief. The complaining party complains of water flowing into his mines. But his mines are artificial, and themselves admit that flow of water which otherwise would not have taken place. It is no doubt true that, in the case we are discussing, but for the plaintiff's altering the natural state of things by building a house there would have been no injury; but, then, the flow of water is not in any way caused by the house, whereas in the case of the mines it is caused by the mine. It would be obviously unjust that the lower mine owner should be entitled to mine himself and yet throw on the upper mine owner all liability for the flow of the water. If it were possible to conceive that by mining operations below ground the surface of adjoining lands would be flooded, we do not feel sure that the same considerations would apply. But notwithstanding that, we doubt whether the only or real distinction between the mining cases and the present case is between artificial and natural user of the land, and it may be a question whether some nice dis-

tinctions may not in future cases be open as to the character of the erection that comes within the doctrine of the case which suggests these observations.

It seems to us clear that a landowner is not entitled so to change the natural conformation of the earth's surface that the rainwater is thereby directly thrown on to his neighbour's property. He must not make a hill where there was before a hollow, if to do so produces this effect. This is not an ordinary and customary mode of user of the land in its natural state, but an entire change of the thing enjoyed. He must bear the burden of the rainwater that falls on his own land, and cannot, by an artificial change of the surface, throw this burden on his neighbour. Suppose, however, that the erection, instead of being a change of the conformation of the surface soil, was a building of an ordinary character, and the erection of it threw in some way or other a greater burden on the adjoining land with regard to the drainage thereupon of rainwater? We do not know how far this would be likely or possible, but, assuming that it might be so, would the doctrine of *Hurdman's case* apply? If the *ratio decidendi* of the mining cases is correctly stated in the judgment it would appear doubtful, for if mining is to be considered a natural use of land, then surely building a house on land is just as natural a use of it. A house, however, certainly seems to be an artificial erection in the ordinary sense of the words, and if it is to be so considered it would appear that the recent decision goes to the length of holding that no interference with the existing state of things with regard to the flow of rainwater on the surface in undefined channels, so as to throw a greater burden on the adjoining land in the way of the flow on to it of such water, is admissible as against the adjoining landowner. If so, the mining cases must stand, it would seem, on an altogether special ground. We are a little puzzled with regard to the true distinction between the mining cases and the case we are discussing. It seems to us that the question what that distinction is may have an important bearing on future cases.

"The increase," says the London correspondent of the *Manchester Guardian*, "in the number of Hindoo students at the Inns of Court has suggested to a number of the authorities the advisability of making Sanscrit optional with either Greek or Latin as a subject of preliminary examination. Much discouragement has been felt by many Asiatic students at the labour which—as they think, unnecessarily—they have had to undergo in obtaining an entrance to the legal profession.

At a parliament of the Middle Temple, held on the 24th inst., it was ordered:—That there be added to the scholarships already offered by this inn further scholarships in money amounting in the aggregate to 200 guineas annually, to be divided in the following proportions, viz.:—In the February examination to offer four second scholarships of the value of twenty guineas each, and in the July examination to offer four second scholarships of the value of thirty guineas each, tenable respectively for one year.

In the House of Commons on the 24th ult., Dr. Kenealy asked the Secretary for the Home Department whether he would explain to the House the grounds on which he refuses to release the Rev. Mr. Dodwell, who has been reported to him on high medical authority as being of perfectly sound mind, since the murderer Broomfield has been discharged because he had become sane. Mr. Cross was understood to say that Mr. Dodwell, after the verdict given in his case by the jury, had been sent in the ordinary course to Broadmoor. Some time ago letters were received at the Home Office from Dr. Wynn and Dr. Forbes Winslow as to the state of the prisoner. Those letters were sent on the 15th of April to the authorities of Broadmoor with an intimation that when they were able to report that it would be consistent with the safety both of the public and of the prisoner himself that he should be either absolutely or conditionally discharged, his case would be considered and not till then. No report had yet been received.



## General Correspondence.

## CONTINGENT REMAINDERS.

[To the Editor of the Solicitors' Journal.]

Sir,—Attacks on ancient faiths are now so common that one ceases to be surprised at anything. But, if your learned correspondent, Mr. George Sweet, had informed us that contingent remainders are the result of natural selection, and failed only when they broke the great law of continuity, I should not have been more surprised than I was to learn from him that the time-honoured faith of the profession rests on no better foundation than an invention of Fearné to justify an erroneous proposition of Coke!

This faith is thus expressed by Fearné (Cont. Rem. p. 312):—"Where a contingent remainder is limited to the use of several, who do not all become capable at the same time, notwithstanding it vests in the person first becoming capable, yet it shall devest as to the proportions of the persons afterwards becoming capable before the determination of the preceding estate; and they may take jointly notwithstanding the different times of vesting."

Mr. Charles Butler—no mean authority—in his notes to his edition of Fearné (p. 312), states the rule in precisely the same terms, merely omitting the last sentence "and they may take jointly, &c."

Mr. Josiah William Smith, in his edition of Fearné (vol. 2, p. 387), states the rule as follows:—"Where real property is limited by way of remainder to a class of persons, some or all of whom are unborn, if any of them come in *esse* before the determination of the particular estate, the property will vest in such person or persons, subject to open and let in the other members of the class who may happen to come in *esse* before the determination of the particular estate. But those who are born after the determination thereof will be excluded; for a similar rule to that which applies to an entire property limited in remainder to one person, requiring that it should vest before that period, applies to the individual share of any property limited to a class of persons." The learned editor continues:—"The application, however, of such a rule to the vesting of the individual shares after the aggregate property has vested in some one of the class must depend on different reasons from those above mentioned in relation to an entire property limited in remainder to one person; since there is a tenant of the freehold, and there is an uninterrupted connection between the particular estate and the remainder. The application of the rule to the vesting of the individual shares in the given case appears rather to be grounded upon a principle of convenience, and to be analogous to those cases of personal estate bequeathed to a class of persons, in which those alone are admitted who come in *esse* before the period of distribution."

Mr. Jarman, in his treatise on Wills (vol. 1, p. 239, 3rd ed.), illustrates the rule by an example: "If lands of which the testator had the legal inheritance be devised to A. for life, with remainder in fee to the children of A. who shall attain the age of twenty-two, the devise in remainder will be good, for as soon as any child attains twenty-two in the lifetime of A., the whole remainder vests in him, subject to open and let in such other children as attain twenty-two in A.'s lifetime; and on the death of A. those children alone take who have attained twenty-two to the exclusion of others who may afterwards attain that age; and if, on the death of A., no child has attained twenty-two, the remainder fails."

Now, is this rule, so unhesitatingly laid down, supported by authority or not? In the case of *Doe v. Perryn* (3 T. Rep. 484), decided so long ago as 1789, the rule is treated by two of the judges as already established. The gift was by will to Dorothy Comberbach for life, with remainder to her children (who were all born after the decease of the testator) as tenants in

common in fee. Mr. Justice Ashurst says (p. 493), "The operation of this will is, that the limitation to Dorothy's children was contingent till they were born; but it became vested on the birth of the first child, subject, however, to be diminished in quantity as other children of Dorothy should be born. And on the birth of Dorothy's first child, the subsequent limitations were defeated." Mr. Justice Buller says (p. 494), "Courts of law lean in favour of the vesting of estates; and, therefore, on such a limitation as the present, they have said that the estate shall vest on the birth of a child and without waiting for the death of the parents; which rule is not attended with any inconvenience to the children, because, where the estate is limited to a number of children, it shall vest in the first, and afterwards open for the benefit of those who shall be born at a subsequent period."

Mr. Sweet finds fault with Fearné for saying that in this case it was held that the fee vested in the child first born and afterwards opened and let in those born at subsequent periods. He says, "It is obvious that this could not have been decided, because the only question was whether the then contingent remaindermen, who, were ascertained while the particular estate subsisted, and died before it ceased, took vested and transmissible interests each in one-third." No doubt this was the question. But surely the judges themselves are the best authority as to the grounds on which they decided this question; and it will be seen from the extracts above given that these grounds are faithfully stated by Fearné.

In the case of *Burnaby v. Griffin* (3 Ves. 266) estates were limited in trust for a woman for life for her separate use, with remainder in trust for her daughters as tenants in common in tail. A common recovery was suffered by the equitable tenant for life, and a daughter, of whom she had two, and the only son of the deceased daughter. Lord Loughborough thus treats one objection taken by a learned conveyancer to the title (p. 276):—"He then makes another objection to the title, which is a whimsical one; that there was no estate in her daughters; because the estate, as he supposes, was not to be conveyed till after her death, when it would appear how many daughters she had. He does not conceive that it would vest in each daughter coming in *esse* subject to be divested as the number increased." This was in 1796.

In the case of *Right v. Creber* (5 B. & C. 866) a gift was made by will, which was construed as a gift to Joan Creber for life, with remainder to her children as tenants in common in fee. Joan Creber at the death of the testator had one child, Richard. Mr. Justice Bayley said:—"I am of opinion that the remainder vested upon the death of the testator in Richard Creber, and that it opened on the birth of each child, who immediately took a vested remainder in its share."

This doctrine, therefore, whoever invented it, is not only laid down in the text-books, but is also supported by the authority of the courts.

One result of the doctrine evidently is that, in the case of a gift in remainder to unborn children as tenants in common in fee, the moment the first child is born there are no longer any contingent remainders. For a remainder waits for the determination of the particular estate, and cannot be limited on an estate in fee. But the estate which each younger child takes is derived out of, and *pro tanto* defeats, the estate in fee of the eldest and of each elder child. In former days this result was important. The interests of the younger children, being no longer contingent remainders, could not, after the birth of the eldest child, be destroyed by the surrender, forfeiture, or merger of the particular estate. In fact, the subsequent remainders were, as Mr. Justice Ashurst says, defeated on the birth of the first child. This doctrine was well understood in the year 1790, when the case of *Doe v. Martin* (4 T. R. 39) was decided. The main question in that case, no doubt, was whether the existence of a joint power of appointment in the parents, who were successively tenants for life, prevented

the estates of the children, who were tenants in common in fee in remainder, from being vested. The parents levied a fine. There were five children. From the report and argument it seems probable that one, if not more than one, of the children was then unborn. The fine would have destroyed any contingent remainder; but it was held to be ineffectual; and the children, including the youngest, all recovered their shares. Their counsel argued thus (p. 47):—"Here the limitation to the children became vested on the birth of the first child, liable, however, to be divested on the subsequent births of the younger children . . . . Now, here a child was born before any act was done to bar the remainders." The counsel for the defendants urged the following objection (p. 59):—"From comparing the dates, it remains doubtful whether the youngest child were born before or after the fine; then as the estate limited to the children was clearly contingent till the time of their respective births, as to one-fifth part, no demise could be made at all unless it appeared that she was born before the fine." But the court gave no heed to this objection, but gave judgment for the plaintiff for the entirety. This, therefore, is in fact a decision of the point. Mr. Justice Buller remarked (p. 69), "If the limitations to the children were vested on the birth of a son, nothing has since happened to divest them. . . . When a child of Robert and Bertha Willis was born, the limitation was vested in him exactly in the same manner as if the limitations had been to their first and other sons."

But Mr. Sweet says that, if the member of the class who first becomes capable takes a vested interest in the entirety, and each member who subsequently becomes capable takes by way of shifting use or executory devise, then the decision in *Brackenbury v. Gibbons* (L. R. 2 Ch. D. 417) was wrong, meaning that then the class of children to take ought to have been extended to all who attained twenty-one, whether after or before the death of the tenant for life. This doctrine has been heard of before. It was very ably urged by Mr. Hodgson in his argument in the case of *Mogg v. Mogg* (1 Mer. 693-703). He says (p. 700), "To let in after-born children at all they must take by way of executory devise, that is, by that particular species of executory devise which has been called an opening of estate, by which the estate first vested becomes divested as to a portion of the land by opening to let in the after-born person. If, therefore, they are to take by executory devise, the next inquiry is, whether they are within the limitations which have been prescribed to such devises; and the answer must be that they are." But this reasoning, however able, did not succeed. The court decided that the class was closed at the death of the tenant for life; and *Brackenbury v. Gibbons* could not have been decided otherwise than it was without overruling *Mogg v. Mogg*.

But when Mr. Sweet seeks to deprive us of our old faith, what does he offer us instead? He says, "Each member takes, as soon as he is ascertained, a vested remainder in the share to which he will appear to be entitled when all the members have been finally ascertained." A vested interest in he knows not how much! Where is the authority for this doctrine? The cases which he cites of *Sussex v. Temple* (1 Ld. Raym. 311), and *Oates v. Jackson* (2 Strange, 1172), are quite consistent with Fearn's doctrines, and are, in fact, used by him in illustration of it. And in *Kenworthy v. Ward* (11 Hare, 196), the Vice-Chancellor invokes the aid of Mr. Fearn as apparently taking the same view as himself.

I submit that, in cases of this kind, the law is settled that when once a member of the class takes a vested interest, thenceforth there is no contingent remainder to any other member of the class; and, if so, there can be nothing on which the Act to amend the law as to contingent remainders can then operate.

JOSHUA WILLIAMS.

## LAND TRANSFER.

[To the Editor of the Solicitors' Journal.]

Sir,—In October, 1874, I read a paper at the Leeds meeting of the Incorporated Law Society on the question as to which in the interests of the public was most desirable—registration of assurances or registration of titles.

I quoted Lord St. Leonard's opinion, expressed in his remarks on Lord Hatherley's Bill of 1871, "that a register should in no way interfere with the rights of property and the undoubted right to sell, demise, mortgage, and devise;" "that any system which does not, to a great extent, accord with existing habits, and give at least every existing facility for dealing, in addition to the boon of diminished expense, must be a failure."

I contended that registration of assurances would not interfere with the rights of property, nor with the existing facilities for dealing therewith, and I attempted to show why I considered that such registration would diminish expense.

It seemed to me (as it does now) that what is wanted is that land be transferred with economy, ease, and without injury to innocent parties, and I venture to think that this could be done without infringing the rights and privileges referred to by Lord St. Leonard.

1. *With economy.*—Registration of titles would entail an expensive judicial staff, and would necessarily be an expensive process, in the first place, to persons wishing to sell.

Registration of assurances would only require a comparatively limited and inexpensive official staff. The latter part of this letter will show how the registration of assurances may be carried out with economy to those having to deal with land.

2. *With ease.*—Every case of registration of title would have to wait until an official decides on its completeness.

Assurances would be brought or sent to the office ready for registration, the registrar merely verifying the description of the property, so that the matter could be completed before the parties left the office, or by the following post.

3. *Without injury to innocent parties.*—If, as proposed by the Bill of 1874, the State is not to be liable on a registration of title for the errors of its officers, innocent parties whose errors are overlooked (an event more possible than is always imagined) would suffer. No such injury would occur on the registration of an assurance. Also, why should the owners of all interests less than the full freehold have to depend solely on the honesty of trustees?

The following is the plan I suggested, and now suggest, for registration of assurances:—

1. A copy of the assurance, printed bookwise and uniform in size, to be filed.
2. The property to be described by reference to the ordnance, parish, or other public map.
3. The registrar, on seeing that the above conditions are complied with, to indorse on the assurance a certificate of its registration, and to either return it or deposit it in the registry as may be most desirable.
4. Documents to have priority as lodged for registration.
5. The registry office to be in some accessible position in the registration district.
6. The registrar to stamp as true copies any printed copies produced to him for the purpose.

Your readers will see that the plan propounded records the assurances, and thus effectually prevents any such frauds as the Dimsdale frauds, whilst it leaves it to the purchaser to satisfy himself that he obtains a sufficient title. There can be no objection (but it should not be compulsory) to any person obtaining under the existing Acts a certificate of indefeasible title, which, being registered, will afford such a root or commence-

ment as will exempt him or any purchaser from him from having to consider any earlier title. Such a registration of assurances as is here suggested can be made to greatly simplify and shorten the present practice by permitting the omission of recitals and covenants.

A vendor's title would be shown by a neat statement in print, containing consecutive copies on one-sized paper, without covenants, much easier both for solicitors and clients to read and understand than the usual abstracts, and, being in print, necessarily more accurate. No such enormous expense would be incurred by the owners of property as is necessary on the first registration of title, and a considerable step would be made towards the payment of the cost of dealing with land in the same way as payment is now made for the transfer of Government or railway stock—i.e., on a scale proportionate to the value of what is sold or purchased.

Small transactions would benefit as well as large ones, both as regards security and reduction of cost, for there could be no difficulty in levying very light court fees on small transactions; and in such cases the extra cost for printing need be but a few shillings.

Gloucester, May 28.

GEORGE WHITCOMBE.

### THE BILLS OF SALE ACT AMENDMENT BILL.

[To the Editor of the Solicitors' Journal.]

Sir,—I am sorry to find my friend Mr. G. J. Johnson, of Birmingham, raising his influential voice against the 6th clause of the proposed new Bills of Sale Act, which will place it beyond doubt that it is necessary to register mortgages, when, besides the permanent fixtures, or those which are usually provided by landlords, they comprise tenant's or working machinery which happens to be fixed (or what are usually termed trade fixtures), and I regret to observe that you indorse Mr. Johnson's sentiments.

Throughout his letter Mr. Johnson treats landlords' fixtures and fixed machinery as if they meant the same thing, and this appears to me to involve a serious fallacy.

The engines and boilers and shafting of a mill or manufactory are fixtures, in the sense that they are permanently attached to it, in order to supply motive power, whatever be the purpose to which the mill may be applied; but fixed machinery is not a fixture in the same sense; the bulk of it is fixed, not with the view of attaching it permanently to the premises, but simply in order to keep it steady in being worked; and the machinery is frequently changed.

The view which Mr. Johnson would uphold involves the anomaly that machinery which is sufficiently massive to remain steady in working by its own weight, and therefore not to require to be fixed, cannot be mortgaged without registration, while the lighter machinery can be.

The clause in question would place all the machinery on the same footing.

The Bill will still allow mortgages to be made without registration which include engine boilers and permanent fixtures, or, in other words, the landlord's fixtures; and it only imposes registration when the working or tenant's machinery is attempted to be included.

This is an answer to Mr. Johnson's remark that only the shell of a building could be mortgaged.

If there be any doubt about this it might be expressly stated that trade fixtures shall not include the water-wheels, engines, boilers, and shafting, nor gas and steam pipes, but it will be well to retain the general definition of tenant's as distinguished from landlord's fixtures, so as to leave the distinction to be determined by the custom of each locality; for in some districts (as, for instance, those where collieries exist) the landlords usually supply and affix more of the plant than the mere motive power. There is no attempt in the Bill to restrict a landlord's power to mortgage without registration.

You observe that a manufacturer who has fixed

machinery in a mill of his own will be placed in the dilemma that he must either injure his credit by allowing the mortgage to be registered, or must be content to get so much less advanced. This dilemma, as you term it, is precisely the position in which, according to the policy of the original Bills of Sale Act, and of the doctrine of reputed ownership, he ought to be placed. When, by mortgaging his machinery, he has lessened his means of payment, it is perfectly just that his credit should be diminished accordingly.

The fact cannot be controverted that a trader gets credit on the faith of the machinery which he seems to possess, and it is only past decisions that have enabled him, contrary to the policy of the law, to part secretly with that which should form a basis of his credit.

The analogy between the furniture of a house and the working machinery of a mill, which Mr. Johnson terms a false one, is really in point.

A tradesman gives credit to a man who has a well-furnished house, because he supposes him to be the owner of its contents, and if the householder parts with the ownership of those contents while remaining in apparent possession, the deed by which he does so must be registered to prevail against creditors.

On the same principle, a trader who gets credit because he is in the apparent possession of his working machinery, should not be allowed to divest himself and deprive his creditors of that machinery without registration of the instrument by which he parts with it. Surely it is not desirable that creditors should assume all machinery to be mortgaged until the contrary is shown.

According to the doctrine of the decided cases, and which finds favour with Mr. Johnson, a tenant from year to year of a mill is more entitled to credit than a trader occupying his own premises, because, in the former case, the machinery, belonging to him as tenant, cannot have been assigned without registration, while, in the latter case, he may have by a secret, that is unregistered, mortgage have parted with it.

Mr. Johnson is not quite accurate in saying that the law remained undoubted from 1823 to 1871. On the contrary during that period the following cases were decided the other way: *Trappes v. Harter* (2 C. & M. 153), in 1833; *Hellawell v. Eastwood* (6 Exch. 295), in 1851; *Waterfall v. Penistone* (6 Ell. & B. 376), in 1856.

The large number of trade fixtures cases which have been contested from time to time can only be accounted for by the feeling entertained in the profession that the decisions which gave to a mortgagee a trader's working machinery were erroneous in principle.

Even now the state of the law is by no means settled by the case of *Ex parte Barclay, Re Joyce*, which Mr. Johnson mentions with approval, but which is deemed here a most unfortunate decision, turning, as the Lords Justices themselves admitted, on a very refined distinction.

While it gives the machinery to the mortgagee, it is on the ground that it is to be dealt with as a permanent fixture to be sold along with the premises, so that, however unsuitable the machinery may have become, the mortgagee cannot sell it out of the premises. On the other hand, the case confirms the inference that all mortgages where the trade fixtures have been assigned separately, or power has been given to sell them apart from the property, are invalid for want of registration, and the old battle in support of these mortgages would have to be fought again. On account of this case only, if other reasons were not present, a legislative enactment is needed.

The proposed Bill, if it passes, will put an end to all this doubt, for clause 8 gives to existing mortgages validity without registration, whether the trade fixtures are assigned separately, or power is given to sever them, or not. This will be a great relief to the profession as regards the past.

The case of *Menez v. Jacobs* does not really reach the



question, for it was a contest between rival mortgagees, and the rights of creditors did not come under discussion.

Mr. Johnson speaks of the action of the Manchester Law Association as occasioned by the annoyance of fluctuating decisions. It has been prompted, also, by their sense of the general opinion of the profession having been overruled by judicial decisions, and of the frequent injustice done to creditors by unregistered mortgages comprising trade machinery.

The Liverpool Law Society in 1874 passed the following resolution on the subject:—"That, for the future, trade fixtures ought not to be included in a mortgage, whatever the tenure, without registration."

The same view is shared at Leeds.

I only know of Worcester, and now Birmingham, among the provincial societies, having pronounced against the Bill under discussion.

Mr. Johnson says that before credit is given, inquiry might be made as to a trader's title to his machinery. But how is this possible? A man may be tenant of a mill, and, as such, owner of the machinery on the day when inquiry is made, but on the same day, by purchasing or even contracting to purchase the mill, he changes his position, and acquires a right to transfer the machinery in it by a secret—that is, unregistered—mortgage, which, because it is unregistered, his creditors cannot find out. Still less can a creditor ascertain the exact terms of a mortgage, on which, according to *Barclay's case*, its registration or non-registration turns.

In your editorial comment you speak of the comparative gain to creditors in the small number of cases when manufacturers become insolvent, as being less than the inconvenience to the mortgagees of a new law; but it should be borne in mind that when a manufacturer fails he may have fifty creditors, but only one mortgagee.

If the new bill lessens the sums lent on mortgage to manufacturers, it will put the business and credit of manufacturers on a much surer basis.

With all deference to Mr. Johnson and yourselves, I submit that the commercial public will find it to their interest that creditors should have the means of distinguishing between those traders who go into business with comparatively little to lose, and are therefore obliged to borrow money on their machinery, and those who really have their own capital at stake.

Mr. S. Lloyd, by whom this bill (which is similar in its object to one proposed by the Lord Chancellor four years ago) was introduced, is looked upon as the exponent of the views of the banking community.

The Manchester and some other chambers of commerce approve of the provisions of the new bill, and I trust that it may receive the sanction of the House of Lords.

M. BATESON WOOD.

Manchester, May 28.

### THE QUEEN'S BIRTHDAY.

[To the Editor of the Solicitors' Journal.]

Sir,—It is to be hoped that before another Queen's Birthday comes round, some agreement will be come to among the judges as to whether the day ought not to be kept as a holiday in the courts and offices. It is not of much use to the profession that some of the courts should sit, while others should not; and that most of the chambers should be open. I suppose the judges acted upon rule 173, H. T. 1853, which provides for a holiday on that day in the event of its falling out of term, and as term ended on May 13, they are strictly correct.

While upon this subject, can any of your readers inform me by whose authority the common law offices are open throughout the sittings till five o'clock? The rule above quoted closes them at three after term, and it is a matter for question how far any work done after that hour is legal, unless the offices are open by some proper authority. The judges' chambers, I be-

lieve, uniformly close at four, under what rule I know not. Perhaps, Sir, you would ventilate the subject, as it is quite time the official hours were properly and finally settled.

P.

### PARISH REGISTERS.

[To the Editor of the Solicitors' Journal.]

Sir,—Having had my attention called to the unsatisfactory manner in which ancient parish registers are preserved, and to the tamperings with such records that occasionally takes place, I should be very much obliged if any of your readers would furnish me with instances of any improper dealings with such registers that have come under their notice, in order that my hands may be strengthened in seeking a parliamentary inquiry into the custody and preservation of such documents.

A SOLICITOR.

[Communications may be addressed, A. B., "Solicitors' Journal" Office, Carey-street.—Ed. S. J.]

### Cases of the Week.

WILL—CONSTRUCTION—MISDESCRIPTION—LANDS "AT OR WITHIN" D.—In a case of *Homer v. Homer*, decided by the Court of Appeal on the 23rd of May, a question arose as to the proper construction of a devise by a testator of all his land "at or within D." The testator devised his manor of D. and all his lands situate "at or within D." and at S., and then in the several occupations of J., S., and G., to the use of C. for life, and after his death the testator devised the manor and all his lands situate "at or within D." then in the occupation of J., upon certain trusts in favour (in the events which had happened) of the plaintiff. At the time of his death the testator was seized of the manor of D. and of three farms, which were respectively situate, wholly or in part, within the parish of D. The first of these farms, called the Quarry Farm, was situate wholly within the parish of D., and was in the occupation of G. The second farm, called the Bag End Farm, was in the occupation of J. It consisted of a farm-house and sixteen closes of land. The house and fifteen of the closes were situate within the parish of D. The other close was situate within the adjoining parish of I., but immediately adjoined one of the fifteen closes, being separated from it only by a hedge which formed the boundary between the parishes of D. and I., and being situate only a few yards from the parish church of D., while it was distant about three miles from the parish church of I. The third farm, called the Manor Farm, was also in the occupation of J. It consisted of a farm-house and eleven closes of land. The house and eight of the closes were situate within the parish of D. The other three closes were situate in the adjoining parish of K., and joined each other. They were separated from the eight closes only by the high road leading from K. to S., two of them abutting on that road. The parish church of K. was distant about three miles from the three closes, and they were very much nearer to the parish church of D. The testator was also seized of some closes situate at S., some of which were in the occupation of J. and some in the occupation of S. There was no village of D., but only scattered houses within the parish. Fry, J., held that those closes belonging to the Bag End and Manor Farms respectively, which were respectively situate outside the boundary of D., did not pass under the devise in remainder to the plaintiff. He was of opinion that the words "at or within" had no greater force than the word "within" standing alone would have had. The Court of Appeal (James, Bagallay, and Thesiger, L.J.J.), were of opinion that, even in common parlance, the word "at" would include something which was in proximity to, though not actually "within," a place referred to, and that, at any rate, under the circumstances of the case, it was clearly the intention of the testator that the closes in question should pass under the devise in favour of the plaintiff.

**LIQUIDATION—UNDISCHARGED DEBTOR—NEW TRADING—CREDIT OBTAINED ON FAITH OF REPRESENTATIONS MADE BY TRUSTEE—ASSENT OF CREDITORS—RIGHT OF TRUSTEE TO PROPERTY.**—In a case of *Ex parte Bolland*, decided by the Court of Appeal on the 23rd of May, a question arose as to the right of the trustee to property of a liquidating debtor who had not obtained his discharge under the following circumstances:—Two persons named Dysart and Carragher traded in partnership. They had obtained advances from their bankers, to secure the repayment of which Carragher, in February, 1876, executed a mortgage to the bankers of some real estate belonging to him, the security being expressed to cover any advances made, or to be made, to the mortgagor alone, or to his firm. On the 4th of December, 1876, the partners filed a liquidation petition. At this time they owed their bankers £251, but, as the mortgaged property was an ample security, the bankers did not prove in the liquidation. Only eight creditors proved. On the 19th of December the creditors resolved upon a liquidation by arrangement, and appointed a trustee. They also appointed two of the creditors a committee of inspection, and resolved that the discharge of the debtors should be granted upon the committee and the trustee certifying that they were entitled thereto. On the 3rd of January, 1877, the committee of inspection passed a resolution that Carragher should be allowed to realize the stock-in-trade, and to collect the debts due to the estate, under the supervision of the committee, for six weeks from that date, the committee receiving the proceeds as realized; that, in the event of the stock-in-trade and debts realizing 7s. 6d. in the pound, and the costs of the liquidation proceedings, an amount sufficient to pay a further 7s. 6d. in the pound should be accepted from Carragher for the remainder of the estate, provided it was paid within three months from that day; that Dysart should be allowed his discharge, subject to the payment of his private debts; and that Carragher should be allowed his discharge on payment of the 15s. in the pound. Dysart obtained his discharge on the 24th of January. Carragher proceeded to realize the stock-in-trade and to collect the debts, and by means of the proceeds he paid to the committee of inspection from time to time sums amounting to £719, and he also paid the trustee the costs of the liquidation, amounting to £60. The £719 was not sufficient to pay the first 7s. 6d. in the pound to the creditors, which required £950. But the first 7s. 6d. was in fact paid to all the creditors who had proved soon after it became due under the resolution of the 3rd of January, the necessary amount having been made up in some way by Carragher. In February, 1877, he commenced business again alone, and out of the eight old creditors, seven continued to deal with him and to give him credit. The eighth was a creditor for only £28. Before Carragher commenced business he called upon the manager of the bank, and told him that he was about to commence business again on his own separate account, and asked to be allowed to open an account with the bank, and to be permitted to overdraw his account against the security of the mortgaged property. He told the manager that his creditors had handed the estate back to him, and that he was to pay them 15s. in the pound by two equal instalments. Before acceding to this proposal the manager inquired of the trustee whether what Carragher had told him was true, and whether the bank might safely deal with him. The trustee replied "Yes; the matter is quite out of my hands, and it will be all right." Upon this the bank allowed Carragher to open an account with them, and to overdraw it, and he availed himself of this credit to a considerable extent. The mortgaged property was sold, and the purchase-money was paid to the bank, and was carried to the credit of Carragher's account. The second instalment of 7s. 6d. in the pound was not paid to the creditors when it became due, and the creditors made applications for it, not to the trustee, but to Carragher. Neither the creditors nor the trustee took any other steps to enforce payment of that 7s. 6d. until the end of July, 1877. Before that Carragher had paid one of the creditors the whole of the second 7s. 6d., and others part of it, making the payments in part by means of cheques drawn by him upon the bank. In August, 1877, he was adjudicated a bankrupt. At the end of July the trustee in the liquidation had made a claim upon the bank for payment to him of the purchase-money of the mortgaged property, and after the adjudication he applied to the county court for an order that the bank should pay over that purchase-

money to him. The judge of the county court held that the bank were only liable to pay over to the trustee the balance of the purchase-money, after deducting the debt due to them by the partners at the date of the filing of the liquidation petition, and the subsequent advances which they had made to Carragher. This decision was affirmed by the Chief Judge, and his decision was affirmed by the Court of Appeal (James, Baggallay, and Bramwell, L.J.J.), upon the ground that all the old creditors (except possibly the creditor for £28) had practically assented to the course which had been pursued, and had obtained the benefit of the credit given to Carragher by the bankers. Bramwell, L.J., said that he thought that the representations made by the trustee to the bank, standing alone, would not have been sufficient to support the decision, and he was of opinion that the principle of the well-known case of *Troughton v. Gilley* (Amb. 630), and that class of cases did not apply. But Baggallay, L.J., was of opinion that the principle of *Troughton v. Gilley* was applicable.

**APPEAL—TIME—ORDER ON SPECIAL CASE—ORD. 34, RR. 1, 2; ORD. 58, R. 15.**—In a case of *Williams v. Williams*, heard by the Court of Appeal on the 24th of May, the preliminary objection was raised that the appeal was out of time under the following circumstances:—Three different actions of *Williams v. Williams* were commenced in the Chancery Division, and attached to the court of Hall, V.C., raising questions as to the title to real estate which had belonged to one Richard Williams, those questions depending upon the construction of his will. To determine those questions, a special case, entitled in all three actions, was stated for the opinion of the court under the provisions of rule 1 of order 34. On the 27th of June Hall, V.C., gave judgment upon the special case. The order then made commenced thus:—"These actions coming on for trial on the 19th of February, 1877, and this day to be heard by the court, and this special case coming on the same day to be heard by this court," and proceeded to answer the questions stated by the special case thus:—"This court is of opinion as to question one," and so on, and the order concluded thus:—"And it is ordered that each party do pay his own costs of these actions and of the special case." On the 1st of March, 1878, notice of appeal was given, which stated that the Court of Appeal would be moved that the actions might be re-heard before it, and that the judgment of the Vice-Chancellor might be reversed. It was objected that the order upon the special case was only an interlocutory order in the actions, and not a final judgment, a mere expression of the opinion of the court, not followed by any decision or declaration, and that the notice of appeal ought to have been served within twenty-one days. Reliance was placed on the decision in *McAdams v. Barker* (26 W. R. 317, L. R. 7 Ch. D. 701, ante, p. 281), where it was held that an order made upon an interpleader issue, which had been directed to try the right to a cargo which was claimed in two actions, was an interlocutory order. The court (James, Baggallay, and Bramwell, L.J.J.), however, thought that there had been a mere slip in the drawing up of the order on the special case, and that it was intended to be a final declaration of the rights of the parties. And they directed the order to be amended by altering the words into "this court being of opinion, &c., doth declare," and allowed the hearing of the appeal to proceed.

**APPEAL—SECURITY FOR COSTS—SPECIAL CIRCUMSTANCES—POVERTY OF APPELLANT—ORD. 58, R. 15.**—In a case of *Groom v. Savery*, application was made to the Court of Appeal, on the 27th of May, that an appellant might be ordered to give security for the costs of his appeal. Evidence was adduced to show the poverty of the appellant. The court (Jessel, M.R., and Baggallay and Bramwell, L.J.J.), were of opinion that there was reason to suppose that the appeal was a merely frivolous one, and ordered that the appellant should deposit £20 in court. But Bramwell, L.J., said he thought that mere poverty was not a sufficient ground for requiring security to be given. This had been so held by the Court of Appeal at Westminster, and if it were not so a man might be shut out from a perfectly legitimate appeal simply because he was poor. But his lordship concurred in holding that in the present case the appellant ought to be required to give

some guarantee for his honesty, because there was ground for thinking that the appeal was a frivolous one. He thought, however, that applications of this kind ought to be discouraged, as they generally led to great expense for a trumpety object.

**PROBATE OF WILL OF MARRIED WOMAN—SEPARATE ESTATE—JURISDICTION OF PROBATE DIVISION—JUDICATURE ACT, 1873, s. 24, SUB-SECTIONS 6, 7.**—In a case of *In re Sharp*, heard by the Court of Appeal on the 27th of May, an order had been made in lunacy granting an allowance out of the estate of a lunatic to his wife, for her separate maintenance. The allowance was paid to her during her life. She died, leaving her husband surviving, and having made a will which her executor propounded for probate. The committee of the husband's estate commenced an action in the Probate Division, claiming administration of the wife's estate, and alleging that her will was of no validity, no testamentary power having been given to her by her marriage settlement or otherwise. To this claim the defence was that the wife was at the time of her death possessed of savings out of (*inter alia*) the allowance from her husband's estate, which, it was alleged, formed separate estate in her hands. Sir R. Phillimore granted probate of the will, limited to such effects as the testatrix had power to dispose of and had disposed of accordingly, expressing an opinion that *prima facie* the testatrix had separate estate. The committee appealed, and it was urged on his behalf that, at any rate, the court ought not to grant probate without first coming to a final conclusion that there was some separate estate upon which the probate could operate. The Court of Appeal (Jessel, M.R., and Baggallay and Bramwell, L.JJ.) held that the probate had been properly granted. Jessel, M.R., said that the order necessarily involved the conclusion that there was some separate estate, and that since the passing of the Judicature Acts the Probate Division had full jurisdiction to decide whether there was separate estate. In the present case the only persons interested in the question, the representative of the husband and the executor of the wife, were before the court, inasmuch as under the Judicature Acts an executor represented all the legatees. If the question had been as to granting probate of a will made in exercise of a power of appointment, the persons entitled to the property, if the power had not been duly exercised, might not have been before the court. Under the old practice the Court of Probate used to grant probate of a will made by a married woman in exercise of a power without first deciding whether the power had been validly exercised, because it had no jurisdiction to decide that question; but, if it did not grant the probate, the question of the validity of the exercise of the power could not have been submitted to the decision of the Court of Chancery. In the present case there was no reason why the Probate Division should not decide whether the savings of the allowance were separate estate, and his lordship was clearly of opinion that they were; in this respect, differing from Sir R. Phillimore, who thought that there was only a *prima facie* case of separate estate. It was only necessary to decide that there was some separate estate; the probate, once granted, would operate on all separate estate. There was, indeed, a question in the present case as to some property in Scotland, whether it was also separate estate of the testatrix. But the court had not at present the materials for deciding that question, and an action in relation to that property having been commenced in the Scotch court, it would be better to leave that question to be decided there. The order ought to state what property the court had decided to be separate estate. Bramwell, L.J., expressed some doubt whether the court could, on the pleadings as they stood, decide conclusively that the savings of the allowance were separate estate, but he concurred in holding that probate should be granted.

**PRACTICE—JOINING PARTY FOR PURPOSES OF DISCOVERY ONLY—RULES OF COURT, 1875, ORD. 31—SUMMONS OR MOTIONS—COSTS.**—In a case of *Wilson v. Church*, before the Master of the Rolls on the 24th ult., a motion was made on behalf of other defendants to strike out the defendant Church as a party, on the ground that he was a defendant

for the purposes of discovery only. Church was the president of one of the moving companies, and there was an allegation in the statement of claim to the above effect. It was contended for the motion that, under the new practice, ample discovery could be obtained from any officer of a company or corporation, and therefore that it was not necessary, as under the old practice, to join any such officer as a party. The Master of the Rolls said that, according to the note at the commencement of the new rules, the old practice remained in force except where provision to the contrary was made by the Act or rules, and the only question was whether, in the above case, such provision had been made. Under ord. 31, r. 4, proper information could be obtained by interrogatories from any officer of a company or corporation, and that seemed to point out plainly what the new system was to be. The present procedure was the equivalent of that provided by the Common Law Procedure Act, 1854, and was in effect intended to supersede the old chancery practice of bill of discovery, and joining a party for that purpose. In his opinion nothing could be more vexatious or annoying than for a man to be a formal party only, with the risk of having to bear unnecessary costs; and, on the whole, he should strike the defendant Church's name out, and with costs. As a rule, these applications should be made by summons; here the motion involved a troublesome question of construction of the Act and rules, and no extra costs had been incurred.

**PRACTICE—COSTS—INTERLOCUTORY APPLICATIONS.**—On the 24th ult., the Master of the Rolls stated that his practice as to costs of interlocutory applications was generally as follows:—That when the whole question was disposed of on the motion, then the costs followed the result, and the successful party had them. When, however, at the hearing a different decision to that of the interlocutory application might be come to, his practice was to direct the costs to be "costs in the action."

**PRACTICE—TRIAL BEFORE A JURY—AGREEMENT TO TAKE EVIDENCE BY AFFIDAVIT—RULES OF COURT, 1875, ORD. 36, r. 26; ORD. 37, r. 1; ORD. 38.**—In a case of *Dinnis v. Dinnis*, heard the same day, the question raised in *Brooks v. Wigg* before Malins, V.C., on the 30th ult., as to the right of a defendant to a trial by a jury when there had been a consent to try by affidavit under ord. 37, r. 1, came before the Master of the Rolls. The plaintiff gave notice of trial before the judge, and the defendant then, within the four days allowed by ord. 36, r. 3, gave notice of trial before a judge and jury. The plaintiff then moved, under ord. 36, r. 26, that, notwithstanding the notice, the action might be tried before the Master of the Rolls without a jury. Considerable expense had been incurred in preparing affidavits, and counsels' briefs had been delivered. The witnesses resided in Cornwall. The Master of the Rolls said that at the time of the passing of the Judicature Acts it was the unanimous conclusion that the most satisfactory mode of trial was that of oral evidence by seeing the witnesses in court. At the same time, it was thought desirable that litigants should, if they wished it, be able to try on affidavit, and so it was provided they might, by consent, take evidence in the old way. If he had been free to exercise an option, he should have said the present case was more fit to be tried by a local jury, but, in his opinion, an assent to try by affidavit meant a trial on affidavit before a judge without a jury and, therefore, he considered he was fettered in the matter, and should direct the trial before himself. No one had ever heard of a trial by affidavits before a jury, and some one must pay for the expense of twelve copies for the jury. Any person entering into an agreement to take evidence by affidavit must be well aware of the general rule, and, though it did not say in so many words in the Act or rules that a trial by affidavit was to be a trial before the judge alone, yet to his mind, it was clear that this was intended.

**PRACTICE—PETITIONS—STANDING OVER.**—On the 25th ult., the Master of the Rolls stated that an unopposed petition was only allowed to stand over once; if a second application was made he always directed the petition to stand out of the paper generally, with liberty to the parties to restore it on applying to the proper officer. Opposed petitions might stand over more than once, but he could not allow an unopposed petition to be turned nominally into an opposed one for that purpose.



**COMPANY—WINDING UP PETITION—VOLUNTARY WINDING UP—PREVIOUSLY CLOSED—FRAUD—OPENING OF WINDING UP—COMPANIES ACT, 1862, s. 142.**—In a case of the *London and Caledonian Marine Insurance Company (Limited)*, before the Master of the Rolls on the 25th ult., a petition was presented by a person claiming to be a creditor after a voluntary winding up had been previously closed under section 142 of the Companies Act, 1862. The petitioner had obtained a judgment in his favour of the Court of First Instance in the Island of Cuba, but the decision was under appeal, and his rights would probably not be determined for some years. Even then the question whether he would have any claim against the company or not would involve some nice points of law. The voluntary liquidator had closed the liquidation and had set aside a sum to meet contingent liabilities. The Master of the Rolls was of opinion that the claim was too doubtful and uncertain for the liquidator to have kept the liquidation open, and he and the shareholders had acted perfectly right in closing it as they did. It was, moreover, necessary, as was decided by the Court of Appeal in the *Pinto Silver Mining Company case*, to justify the court in opening a liquidation, that fraud should be alleged and proved. The petition contained no such allegations and was not intended to contain any, and therefore it must be dismissed, with costs.

### THE LIVERPOOL SOLICITORS AND THE PRESIDENT OF THE LIVERPOOL LAW SOCIETY.

On the 23rd inst. a number of the leading Liverpool solicitors waited upon Mr. Edmund Whitley, president of the Liverpool Law Society, at his offices, Walmer-buildings, Water-street, for the purpose of tendering to him their congratulations on his marriage, and presenting him with a piece of plate, as a token of their regard and esteem. Amongst those present were Messrs. A. T. Squarey, R. A. Payne, F. D. Lowndes, W. G. Bateson, James Thornely, G. Mason, Joseph Rayner, (town clerk), J. H. E. Gill, W. Radcliffe, W. Stone, J. B. Wilson, H. W. Collins, H. L. Gregory, H. Fletcher, F. H. Masters, W. Morris, T. Quinn, E. Cotton, W. Bartlett, C. E. Stevens, G. Layton, H. L. Gregory, Ansell, (St. Helens), Enoch Harvey, H. R. C. Danson, J. McQuiggin, W. Burton, J. Forshaw, &c. Mr. Squarey, in making the presentation, which consisted of a silver salver, said Mr. Whitley might regard it as expressing unanimously on the part of a very large number of his professional brethren of this town the very high feeling they entertained of his worth, not only as a professional man, but in private life also. They regarded it as a fortunate circumstance that Mr. Whitley had chosen to be married during the year of his presidency of the Law Society, because that happy event gave them an opportunity which they could hardly have had otherwise, of testifying in this manner the very great regard and esteem they all felt for him. His professional career was well known to the whole of the profession of this town, and to some who were present, and who had known Mr. Whitley for a very long period, it was scarcely necessary to say that throughout its whole course that career had been marked by all those qualities which one desires to see in the exercise of the profession of a solicitor. They knew that there were various modes in which the practice of the duties which were intrusted to a solicitor might be conducted. Some of those modes were not desirable; on the other hand, there were a great many in the profession who took a very high view of their professional duties. They rightly looked to their profession as a means by which to gain an honourable subsistence, but they did not look to their profession as a means merely for making money; they were sensible that it involved duties and responsibilities of a very high nature in the preservation of good feeling, and in seeing that the interests of their clients, while being protected, were conducted with a due regard to equity; and it was because they felt that Mr. Whitley had on all occasions carried into his professional life those principles that they were there to congratulate him, and to prevent him with that token of their regard. Mr. Whitley had displayed excellent qualities also in another department of life. There were circumstances which, to the great majority of their profession, were a bar to public life. Those circumstances, happily in Mr. Whitley's case, had not existed, or if they had existed to some extent he had felt it his duty to put them aside, and the

result had been that for a good many years in this town he had occupied a very distinguished position as a member of the town council, had filled the position of mayor of the borough, and he had and still occupied the position of a magistrate of the borough, and in all those positions his conduct had been such as to deserve and obtain, not only from his professional brethren, but from the public at large, the highest esteem and approbation; and it was a very great satisfaction to those members of his profession who were unable to take part in public life to find one of their body so able to fill a public career such as Mr. Whitley had undertaken. Mr. Squarey concluded by hoping that he had expressed, however imperfectly, the feelings of his brethren by whom he was surrounded, and he had now to beg Mr. Whitley's acceptance of the silver dish, and to wish that himself and Mrs. Whitley might live long to enjoy the happiness upon which they had entered.

Mr. WHITLEY (who spoke with much emotion) said there were times when even the most practised and ready speaker must fail to express in adequate language the feelings and emotions under which he laboured; and if it were not that he felt he was in the presence of many old and valued friends, he should at the present time fail in any adequate degree to convey to them his thanks for this mark of their friendship and regard. Among the many expressions of kindness which he had received, none would be more treasured up in his memory than that token of regard from many, among whom were those who had known him from his earliest professional life, and one with whom he began his professional career. Surrounded as he was by those who had known him during the whole of that career, he could not but feel deeply moved by that expression of their sympathy and regard. He was well aware, as Mr. Squarey had said, that in any professional career it needs must be that sometimes in their zeal for their different clients they were brought personally into contact and collision with many of their professional friends; and he could not hope that in a now somewhat lengthened professional career he might not at some time have given offence or said an unkind word with respect perhaps to some who were then present. But their presence that day was testimony that at all events they were quick to forgive and generous in the expression of their forgiveness. Mr. Squarey had kindly spoken of the position which he (Mr. Whitley) occupied in the town of Liverpool. He could assure them that he had always felt that he owed in no slight degree that position to the kindness and generosity and good feeling of his professional brethren. It was impossible for anyone in a great commercial town like this, whatever might be his talent or his fitness for public life, to receive the confidence of the public at large, unless he received the confidence and esteem of those with whom he was brought daily into contact in the course of his profession. He did not forget the kindness he received from them when he had the honour of filling the office to which Mr. Squarey had referred; and this renewed testimony of their regard was one of those treasured memories which, whatever might be his future career in life, he never could possibly forget. He was well aware that that testimonial was owing in no slight measure to the position which he had the honour to occupy this year as president of the Incorporated Law Society of Liverpool; at the same time he could not help feeling that he owed much to the kindness and friendship, not only of his older professional friends, but also to many of the younger brethren of the profession to which he had the honour to belong. They had been kind enough to associate the testimonial with an event of his life which, of course, was fraught with his future happiness, and he could only say that to Mrs. Whitley that testimony of regard and friendship for her husband from his professional brethren would be deeply gratifying. And now, gentlemen, continued Mr. Whitley, I can only thank you for your attendance to-day. It is very gratifying to me to see around me some of my very oldest friends in the profession—my old master and constant friend Mr. Bateson, my friend Mr. Squarey, my old class-mate Mr. Harvey, my old and valued friend the father of the profession, Mr. Payne, my friend Mr. Gill, and other gentlemen whom I have long known. I thank you for your attendance this afternoon. I thank my younger friends in the profession for their kindness in showing their friendship and regard for me; and, gentlemen, I can only hope that I shall prove myself—I shall endeavour

at all events to prove myself—worthy of your regard and friendship and esteem, which I value more almost than any other part of my public life, because after all, the esteem and friendship of those who know one best is that which every right-minded man should endeavour to deserve and perpetuate.

On the 27th inst., a service of silver plate was also presented to Mr. Whitley by his fellow-townsmen. The presentation was made in the town-hall by the mayor, who, after speaking of the services rendered by Mr. Whitley to the town, said:—"All these circumstances have raised up in the minds of your fellow-townsmen a feeling of the warmest affection and regard for yourself; and when an opportunity was afforded the other day on the occasion of your marriage, a spontaneous feeling arose amongst different sections of the community that it was a very fitting opportunity to mark that esteem and that regard which existed for you amongst your fellow-citizens. That feeling centred here in this town-hall, and took the shape of a public testimonial, and I have, sir, the satisfaction to say that, at that meeting which was held here, all classes of the community were represented, and, as I have already said, the subscribers, who afterwards responded, included all sections of the inhabitants of this town."

### Appointments, &c.

Mr. FREDERICK CARTER, Q.C., Attorney-General of Newfoundland, has been created a Knight Commander of the Order of St. Michael and St. George. Sir F. Carter was called to the bar in Newfoundland, and became a Queen's Counsel for that colony in 1859. He was Speaker of the House of Assembly from 1861 till 1865, when he was appointed Premier and Attorney-General. He resigned office in 1870, but was re-appointed in 1874.

Mr. FRANCIS FLEMING, barrister, has been appointed Attorney-General for the Island of Barbadoes, in succession to Mr. Hugh Reilly Semper, who has been appointed a Puisne Judge in the colony of British Guiana. Mr. Fleming was called to the bar at the Middle Temple in Michaelmas Term, 1866. He was appointed Crown Solicitor for the Mauritius in 1869, and became a judge of the District Court of Jamaica in 1876.

Mr. JAMES GIBBS, barrister, has been created a Companion of the Order of the Star of India. Mr. Gibbs is the son of the late Mr. Michael Gibbs, Alderman, of London, and was called to the bar at the Inner Temple in Trinity Term, 1874. He is a member of the Bombay Civil Service, and was for several years a judge of the High Court of that Presidency. He was appointed a member of the council of the Governor of Bombay in 1874.

Mr. ALEXANDER THOMAS MACLEAN, of the Bengal Civil Service, has been appointed to officiate as a Judge of the High Court of Judicature at Calcutta.

Mr. WILLIAM MARSH, solicitor, of Yeovil, has been appointed Clerk to the Tisbury Board of Guardians, in succession to Mr. Thomas Burridge Chitty, resigned. Mr. Marsh was admitted a solicitor in 1872, and is clerk to the county magistrates at Yeovil, and the Yeovil Highway Board. His partner, Mr. William Henry Mayo, of Wilton and Yeovil, is clerk to the county magistrates at Hindon, and town clerk of Wilton.

Mr. ARCHIBALD MICHIE, Q.C., Agent-General for Victoria, has been created a Knight Commander of the Order of St. Michael and St. George. Sir A. Michie was called to the bar at the Inner Temple in Easter Term, 1852, and he was called to the bar at Melbourne in September of the same year. He is a Queen's Counsel for the colony of Victoria, and has held the offices of Attorney-General and Minister of Justice.

Mr. HENRY SAMUEL OFFENHEIM, solicitor, of St. Helen's, has been appointed a Perpetual Commissioner for Lancashire for taking the Acknowledgments of Deeds by Married Women.

Mr. WILLIAM WOOD, solicitor, of Southam, has been appointed a Perpetual Commissioner for Warwickshire for taking the Acknowledgments of Deeds by Married Women.

Mr. HENRY WRIGHT, of Oldham, has been appointed a Commissioner for taking the Acknowledgments of Married Women.

### Societies.

#### UNITED LAW STUDENTS' SOCIETY.

The society held its usual fortnightly meeting at the Law Institution on Monday, the 27th inst., Mr. F. B. Moyle in the chair. The following legal moot, based on the decision of *Davies v. Garrett*, was opened for discussion by Mr. W. C. Owen, on behalf of Mr. A. H. Spokes:—"An English vessel bound for Russia, and having on board goods shipped on freight for the voyage, deviates from the port of destination, and proceeds to another Russian port. Since the commencement of the voyage war has been declared between the two countries. On arrival at the port the ship is captured, the capture being equally inevitable if she had arrived at the original port of destination. Can the shipper recover for the loss of his goods?"—Mr. E. C. Rawlings opposed on the negative side. Messrs. Kane, Shirley Shirley, and Hadley also spoke to the question. At the conclusion of the debate the chairman summed up, and having put the subject to the meeting, a majority of one appeared in favour of the negative.

Mr. Shirley Shirley presided at a meeting on Wednesday last, when Mr. Owen strongly urged the necessity of the proposition—"That the management by the City Corporation of the funds intrusted to their custody calls for investigation," drawing attention first, to the enormous amount of money expended by the Corporation Guilds on frequent banquets; and, secondly, to the excessive salaries paid to their officers. He was supported by Messrs. Dowson, Kane, Haverall, and Chilcott. Messrs. Rubinstein and Rhys D'Morgan spoke on the negative side. The motion was finally carried by a majority of four.

#### BIRMINGHAM LAW STUDENTS' SOCIETY.

This society held its 627th ordinary meeting on Tuesday evening, May 28, in the library of the Birmingham Law Society, Bennetts-hill, H. Lakin Smith, Esq., B.A., in the chair. Questions from Williams on Real Property were discussed for half an hour, when a debate followed on moot point No. 595. "Is it desirable that the system of registration adopted in York and Middlesex should be extended to all the counties?" Mr. Hooper opened the debate in the affirmative and was followed by Messrs. Vince, Rogers, and Samuel. Mr. Edwards opposed in the negative, and was supported by Messrs. Coulton, Bailey, Cochrane, and Hargreave. The chairman having summed up, the question was decided in the negative by a majority of one vote. A vote of thanks to the chairman concluded the meeting.

#### UNITED LAW CLERKS' SOCIETY.

The forty-sixth anniversary dinner of this society was held on Wednesday evening, at the Freemasons' Tavern, Great Queen-street, Lincoln's-inn-fields, under the presidency of Lord Justice Thesiger. The guests numbered nearly 300.

The CHAIRMAN, in proposing the toast of "The Queen," observed that for some time the country had been passing through a period of considerable anxiety. The important issue of peace or war was trembling in the balance, and the clouds which had been lowering over the political horizon had not yet dispersed. At such a time feelings of patriotism were strongly aroused. At all times those feelings had found a centre in the Throne, and they found one in the illustrious lady who now occupied it. Her Majesty was at once the Sovereign, the representative, and the friend of her people.

The CHAIRMAN, in proposing "The Health of the Prince and Princess of Wales, and the rest of the Royal Family," said that the Prince of Wales, practically debarred from political life, had in his social life won the commendation of all. He had recently conciliated all classes of people in France, and had exhibited the reality and not the mere outside of a good nature. As to the Princess of Wales,

that illustrious lady had taken a complete hold of the affections of the English people. In giving the toast of "The Army, Navy, and Auxiliary Forces," the chairman expressed his belief that the more we were prepared for war the better the security for peace. He eulogised the employment of the Indian troops as an act which had had a most important effect on the minds of European statesmen, and which history would record as one of the strongest evidences of the latent forces of the British Empire.

MAJOR CHITTY, Q.C., in responding, observed that the present warlike spirit of the forces had never been exceeded. He hoped, however, that peace would prevail, and that the three forces would have no present occasion for displaying those qualities for which they are renowned.

The CHAIRMAN, in proposing the toast of the evening, "Prosperity to the United Law Clerks' Society," observed that the society was not a mere charitable institution, for it had not been founded by means of external aid, but by law clerks, and its primary sources of support were to be found in the subscriptions of law clerks. Its object was to afford encouragement to a class of men known for their fidelity and trustworthiness, in habits of thrift, and independence. He should like to see the present number of 800 members of the society increased, and he believed that much in this direction might be accomplished by the employers of law clerks and by increased individual efforts on the part of the clerks themselves. Although the capital of the society now reached £58,000, being an increase of £10,000 since 1872, the period of the maximum call on account of superannuation allowances had arrived. The Chairman recommended, among other suggestions, that the capital account should be placed at a larger amount, and that increased support should be given to the Mutual Assurance and Casual Fund. In their clerks the barristers had faithful, true, and constant friends; and he invoked the best wishes of those assembled for the continued prosperity of the United Law Clerks' Society. The Chairman supplemented these observations by announcing that the subscriptions to the society amounted to £612 14s.

MR. A. M. SULLIVAN, M.P., proposed the toast of "The Patrons of the Society," expressing a hope that the bar and solicitors of England might long continue to exhibit their benevolence to the members of the society.

SIR H. M. JACKSON, Bart., Q.C., M.P., responded.

The ATTORNEY-GENERAL, in proposing the toast of "The Chairman," said that the learned judge throughout his profession had earned the respect and affection of all concerned in the administration of the law.

The CHAIRMAN responded.

The remaining toasts were "The Bench, the Bar, and the Profession," proposed by Mr. Charles Russell, Q.C., and replied to by Mr. F. Herschell, Q.C.; "The Trustees," "The Honorary Stewards," and "The Ladies."

#### BRADFORD LAW STUDENTS' SOCIETY.

On Wednesday week a meeting of this society was held at the West Riding Court House, Bradford, when the prizes were distributed to the successful candidates in the honorary members' essay competition, by W. T. S. Daniel Esq., Q.C.—Mr. Daniel occupied the chair, and said it was a very pleasing duty for him to present the prizes given by Mr. Robinson, the registrar of the county court, for essays on "The Law of Primogeniture and Entail." The first prize (£4 13s.) would be presented to Mr. Kenny, of Leeds. He had read this gentleman's essay, and quite concurred in the selection made by Mr. Robinson. Mr. Kennedy had evidently studied his subject well. The second prize (£3 2s.) would be awarded to Mr. Clough. The next prizes he had to distribute were those offered by Mr. Yewdall for essays upon the "Advantages and Disadvantages of the County Court System." The first prize (£5 6s.) for this subject would be awarded to Mr. Barlow. He (Mr. Daniel) was sure he did not know how this gentleman had been able to find out so many advantages, for excepting in country districts, he did not think county courts were appreciated. It seemed that to some extent in these parts they were appreciated. The second prize (£2 10s.) would be presented to Mr. Knight, and his paper well deserved the prize it had obtained. A third gentleman had supplied a paper, which, although not quite equal in merit to the other two, was still meritorious. He did not think that this paper ought to go unrewarded, and he should be very pleased if Mr. Wheelwright, the writer of the essay,

would accept of a small work which he had purchased. The prizes, which consisted of legal works, having been distributed, the chairman said so far as he was concerned he had great satisfaction in being enabled to bear his testimony—for what it was worth—to the persistent learning and useful labour which had been expended, not only by those who had succeeded in obtaining prizes, but also by those who were unsuccessful. With regard to the essays in the competition for Mr. Robinson's prize, there had been displayed a considerable amount of knowledge and skill, and he had no doubt if those who were unsuccessful would continue their labours in the future, that they would be ultimately rewarded. The various gentlemen who had taken prizes having acknowledged receiving them in appropriate terms, the chairman proposed a vote of thanks to Mr. Robinson for providing the prizes. In doing so he remarked that in regard to law students, there were different schools of law, and schools of different eminence in the profession. He ventured to describe law students' societies as infant schools, and if they laid a good foundation in this school, the chances were that they would get into the elementary school, and from that into the high school. He was not sure that if they got into the high school they might not qualify themselves to reach the highest places in the profession. It would always be his effort to endeavour to urge the importance of their qualifying themselves for the arduous duties they would have to perform in the honourable profession in which they were engaged. He hoped that they would all feel that they were engaged in an honourable profession. A profession was distinct from a trade. Money came as the result of honourable labour, and he would urge on them not to make it the prime object of their life to obtain it. Let the path of honour ever be the path which they chalked out, for the path of honour was the path of duty, and when that path was diligently pursued, they might depend upon it there would be flowers which would bear fruit in due season. With reference to the vote which he proposed, he thought that their hearty thanks were due to Mr. Robinson for providing the prizes. The subject which had been chosen was of very great importance, and fully justified the study which had been expended on the essays for which prizes had been awarded. The motion having been seconded and carried amidst applause, Mr. Robinson acknowledged the compliment, observing that he was very glad to have been the means of ascertaining the views and sentiments of the young gentlemen members of the society on the subject of the law of primogeniture and entail, which was of very great importance in this country. A similar vote of thanks was afterwards accorded to Mr. Yewdall, who, in acknowledgment, spoke of the interest he took in the society, expressing his willingness to accord it his support in the future. The secretary (Mr. G. F. Hirst) announced that Mr. Killick had offered to present the honorary members' prize for essays next year. The remainder of the evening was occupied with a debate on the desirability of opening museums and winter gardens on Sundays.

#### Legal News.

"Saturday last," says the *Times* reporter, "being the day appointed to celebrate her Majesty's birthday, all the Courts at Westminster and Lincoln's-inn, with the exception of the Master of the Rolls, took a holiday. Before the passing of the Judicature Acts it used not to be the general practice for the courts of common law to observe this day, though in chancery it was otherwise. At the present time evidently the courts at Westminster, adopting the new maxim that where the rules of law and equity conflict the latter are to prevail, follow the old rule of the chancery courts and do not sit. The Master of the Rolls, we understand, differing from the other judges of the division, considers that as there is no express mention of this holiday made in the Judicature Acts, it is his duty to sit. This has caused some comment, and it seems a pity there should not be a general rule on the subject, so that the holiday taken by the other judges in the chancery division may be of benefit to that branch of the profession generally, and not be an exceptional hardship to those gentlemen called upon to attend at the Rolls' Court," [who, however, it may be added, are not without some alleviating circumstances in their hard lot, in the shape of the fees indorsed on their briefs.]



On Tuesday, in the House of Commons, Mr. P. A. Taylor inquired whether the Home Secretary's attention had been called to the case of Margaret Carroll, who on the 13th instant was committed to prison for fourteen days by the judge of the Grantham County Court, for contempt of court, because, as is alleged, she did not give an intelligible explanation of a fact of which it was subsequently proved that she could have had no knowledge; whether the judge was correctly reported to have said in answer to a remonstrance, "I will read you people a lesson. You are not to come here and tell those abominable lies;" and whether he would take any steps in the matter. Mr. Cross said that the attention of the Lord Chancellor had been directed to this matter before the question appeared on the paper, and he had been in communication with the county court judge, and had received from him an explanation from which there could be no doubt that the judge had exceeded his authority. The Lord Chancellor had the case under consideration at the present moment, and when a decision had been arrived at the hon. member would be informed.

## Legislation of the Week.

### HOUSE OF LORDS.

#### MAY 23.—BILLS READ A SECOND TIME.

PRIVATE BILLS.—London and North-Western Railway (Wortley to Leeds, &c.), London and North-Western and Farness Railway Companies, Manchester South Junction and Altrincham Railway, Cardiff (River Side) Road and Bridge, Great Eastern Railway (Northern Extension), Maryport Improvement.

#### BILLS READ A THIRD TIME.

PRIVATE BILLS.—Pacific Steam Navigation Company, Preston Tramways, Hull Street Tramways, Cockermouth and Workington Water, and Manchester Division (Stipendiary Justices).

LOCAL GOVERNMENT PROVISIONAL ORDERS (ABINGDON, &c.)  
PUBLIC WORKS LOANS.

#### MAY 24.—BILLS READ A SECOND TIME.

PRIVATE BILLS.—Market Deeping Railway, Mersey Docks and Harbour Board, and Cleator and Workington Junction Railway.

#### BILLS READ A THIRD TIME.

PRIVATE BILLS.—Ilen Valley Railway, Mansfield Commissioners Gas, London, Brighton, and South Coast Railway (Croydon, Oxted, and East Grinstead Railways), London, Brighton, and South Coast Railway (Various Powers), and Scarborough (Corporation) Water.

#### ENCLOSURE PROVISIONAL ORDERS.

#### BILLS PASSED THROUGH COMMITTEE.

MEDICAL ACT, 1858, AMENDMENT. ELEMENTARY EDUCATION PROVISIONAL ORDER CONFIRMATION (LONDON). ELEMENTARY EDUCATION PROVISIONAL ORDERS CONFIRMATION (BIRMINGHAM, &c.).

#### MAY 27.—ROYAL COMMISSION.

The Royal Assent was given by Commission to the following Bills:—Customs and Inland Revenue Act, Baths and Washhouses Act, Factories and Workshops Act, Adulteration of Seeds Act, Public Works Loans Act, Matrimonial Causes Act, Local Government Board's Provisional Orders Confirmation (Abingdon, &c.) Act, Drainage and Improvement of Lands (Ireland) Supplemental Act, Borrowstownness Town and Harbour (Amendment) Act, Yarmouth and North Norfolk (Light) Railway Act, Marake and Saltburn Gas Act, Birmingham Closed Burial Grounds Act, York United Gas Light Company's Act, Truro Water (Extension of Time) Act, Nottingham Waterworks Act, Pegwell Bay Reclamation and Sandwich Haven Improvement Act, Clyde Navigation Act, Lewes Gas Act, Leabridge District Gas Act, Scarborough Waterworks Amendment Act, Pacific Steam Navigation Company's Act, Preston Tramways Act, Scottish Union and National Insurance Company's Act, and the Hall-street Tramways Act.

#### BILLS READ A SECOND TIME.

PRIVATE BILLS.—Bradford Water and Improvement, Leominster and Bromyard Railway, and Newbury Borough Extension.

#### BILLS READ A THIRD TIME.

PRIVATE BILLS.—East Grinstead Gas and Water Bill, Rhonda Valley and Hirwaun Junction Railway, and Hemel Hempstead District Gas.

### BILL PASSED THROUGH COMMITTEE. CONTAGIOUS DISEASES (ANIMALS).

### HOUSE OF COMMONS.

#### MAY 23.—BILL READ A THIRD TIME.

PRIVATE BILLS.—Bradford Canal Transfer, and Cheadle Railway.

#### MAY 24.—BILLS READ A THIRD TIME.

PRIVATE BILLS.—Bristol Port and Channel Dock, Great Eastern and Bury St. Edmunds and Thetford Railway Companies, Lancashire and Yorkshire Railway, and North-Eastern Railway.

#### MAY 27.—BILLS READ A SECOND TIME.

PRIVATE BILLS.—Leicester Corporation, Lichfield Gas, Ramsey and Somersham Railway.

#### BILLS READ A THIRD TIME.

PRIVATE BILLS.—Dalton-in-Furness Local Board, Forth-bridge Railway, Liverpool Improvement, South Hants Water.

#### BILLS READ A SECOND TIME.

CONWAY BRIDGE (COMPOSITION OF DEBT), CONSOLIDATED FUND (No. 3), EXCHEQUER BONDS (No. 2). RAILWAY RETURNS (CONTINUOUS BRAKES). CONSECRATION OF CHURCHYARDS ACT (1867) AMENDMENT.

#### MAY 28.—BILLS READ A THIRD TIME.

PRIVATE BILLS.—Cheltenham Corporation Water, Chester Tramways, Clitheroe Gas, Water, and Improvement, Dudley and Oldbury Junction Railway, Great Northern Railway (Further Powers), and Jarrow Improvement.

#### BILLS READ A FIRST TIME.

INCLOSURE.—Bills to confirm certain provisional orders for the inclosure of commons relating to the Llanfair-hilla and Orford. (Sir M. Ridley.)

EPPING FOREST.—Bill for the disafforesting of Epping Forest and the preservation and management of the uninclosed parts thereof. (Sir H. Selwin-Ibbetson.)

## SALES OF ENSUING WEEK.

June 4.—Messrs. DEBENHAM & Co., at the Mart, at 2 p.m., freehold and leasehold properties (see advertisement this week, p. 11).

June 4.—Messrs. EDWIN FOX & BOUSFIELD, at the Mart, at 2 p.m., freehold ground-rent (see advertisement, p. 5, May 25).

June 6.—Messrs. MARSH, MILNER, & Co., at the Guildhall Coffee House, at 1 p.m., Reversion, Policies, Shares, Debentures, and Bonds (see advertisement, p. 615 this week).

## BIRTHS, MARRIAGES, AND DEATHS.

### BIRTHS.

ARATHOON—May 28, at Westborne-park-road, W., the wife of C. W. Arathoon, barrister-at-law, of a daughter.

AUSTIN—May 28, at 6, Fairfax-road, N.W., the wife of J. V. Austin, barrister-at-law, of a son.

FREEMAN—May 27, at 60, Cornwall-road, W., the wife of G. Broke Freeman, barrister-at-law, of a son.

GREGORY—May 26, at 2, Gledhow-gardens, S.W., the wife of Philip S. Gregory, barrister-at-law, of a son.

SMITH—May 26, at The Hollies, Nailsworth, Gloucester, the wife of Alfred E. Smith, solicitor, of a son.

### MARRIAGE.

BOOTH—WILLIAMS—May 22, at Cloughton, Richard Booth, of Lincoln's-inn, barrister-at-law, to Ada, daughter of Thomas Williams, Maudlands, Birkenhead.

### DEATHS.

FREETH—May 22, at Bournemouth, Harold Freeth, of 4, Buckland-crescent, N.W., barrister-at-law, aged 27.

MILLER—May 22, at 27, Victoria-street, S.W., John Fisher Miller, of Lincoln's-inn, barrister-at-law, late Chief Registrar of Her Majesty's Court of Bankruptcy, aged 74.

## LONDON GAZETTES.

### Winding up of Joint Stock Companies.

FRIDAY, MAY 24, 1878.

LIMITED IN CREDIT.

Globe Iron Works, Limited.—V.O. Hall has fixed June 4, at 12, at his chambers, as the time and place for the appointment of an official liquidator.

New Amicable Life Assurance Company, Limited.—Creditors are required, on or before June 15, to send their names and addresses, and

the particulars of their debts or claims to William Brooks, Old Jewry chambers. Tuesday, June 25, at 12, is appointed for hearing and adjudicating upon the debts and claims.

T. Mathews and Sons, Limited.—Petition for winding up, presented May 18, directed to be heard before V.C. Malins on May 31. Sandys and Trevelyan, Chancery lane, solicitors for the petitioners.

#### TUESDAY, May 28, 1878.

##### LIMITED IN CHANCERY.

Bratberg Mining Company, Limited.—Petition for winding up, presented May 25, directed to be heard before V.C. Hall on June 7. Girdlestone, Albany courtyard, Piccadilly.

Buxton Cement Company, Limited.—The M.R. has fixed Wednesday, June 5, at 11.30, at his chambers as the time and place for the appointment of an official liquidator.

Cape Breton Company, Limited.—V.C. Malins has, by an order dated Feb 18, appointed Frederick Winney, to act with Samuel Lowel Price as official liquidator in the place of David Joseph Kennelly.

Catherton Colliery Company, Limited.—By an order made by V.C. Malins dated May 17, it was ordered that the above company be wound up. Cooke and Jones, Serjeant's inn, Chancery lane, agents for Chandler, Shrewsbury, solicitors for the petitioners.

Ivy House and Norwood Colliery Company, Limited.—By an order made by the M.R. dated May 15, it was ordered that the above company be wound up. Williamson and Co, Shorborne lane, agents for Haigh and Son, Liverpool, solicitors for the petitioner.

Patent Steam Engine Company, Limited.—By an order made by V.C. Bacon dated May 15, it was ordered that the above company be wound up. Snell and Greenip, George st, Mansion House, solicitors for the petitioners.

Star Rolling Mills Company, Limited.—Petition for winding up, presented May 23, directed to be heard before V.C. Malins, on June 7. Van Sandau and Lumming, King st, Chancery, agents for Belk and Farrington, Middlesbrough, solicitors for the petitioner.

Waterloo Iron and Tin Plate Company, Limited.—Petition for winding up, presented May 24, directed to be heard before V.C. Bacon on Friday, June 7. Few and Co, Surrey st, Strand, agents for Greenway and Bytheway, Pontypool, solicitors for the petitioners.

#### COUNTY PALATINE OF LANCASTER.

##### FRIDAY, May 24, 1878.

Bankwood Spinning and Doubling Company, Limited.—The V.C. has by an order dated May 3, appointed Harry Wilson Adamson, Norfolk st, Manchester, to be official liquidator.

#### Friendly Societies Dissolved.

##### TUESDAY, May 23, 1878.

Amicable Friendly Society, Crown and Sceptre Inn, Canterbury, Kent. May 23.

#### Creditors under Estates in Chancery.

##### Last Day of Proof.

##### FRIDAY, May 17, 1878.

Ballantine, Robert, Victoria Park rd, South Hackney. June 24. Henry v. Ballantine, V.C. Hall. Freshfield, Bank buildings, Lotherbury.

Bore, Robert, Prestoign, Innkeeper. June 15. Bore v. Davies, V.C. Hall. Wakelin, Pr. steign.

Hall, John, Skirbeck, Lincoln, Shopkeeper. June 6. Hall v. Trevitt, V.C. Hall. Wise, Boston.

Lardner, Thomas, Clifton, Oxford, Machinist. June 27. Austin v. Lardner, M.R. Lovell, Deddington.

Phillips, Rev James Henry Alexander, Pictou Castle, Pembrokeshire. June 24. Longbourne v. Fisher, V.C. Bacon. Longbourne, Lincoln's inn fields.

Smith, James, Wickham, Hants, Brewer. June 15. Gregory v. Churcher, V.C. Hall. Ford and Son, Portsmouth.

Woodward, Francis, Ilminster, Warwick. June 20. Farmer v. Farmer V.C. Malins. Freeman, Queen st, Chancery.

##### TUESDAY, May 21, 1878.

Barnes, Henry, Long acre, Draylister. June 26. Workman v. Barnes, V.C. Hall. Lovett, King William st.

Butes, Edward, Liverpool rd, Ivory Turner. June 24. Butes v. Butes, V.C. Hall. Lys, Jun, Bartlett's buildings.

Clark, John, Matilda st, Bethnal Green, Sausage Manufacturer. June 20. Clark v. Clark, V.C. Malins. Voss, Vestry hall, Bethnal Green.

Dodington, Rev Thomas Marriott, Hoxington, Somerset. June 20. Dodington v. Phelps, V.C. Hall. Woodford, Red Lion sq.

Green, Ellen, Great Malvern, Worcester. June 22. Green v. Allen, M.R. Burton and Co, Lincoln's inn fields.

Harvey, Mary Ann, Hancover st, Kenilworth Town. June 16. Harvey v. Thirkettle, V.C. Bacon. Shaw, Furnival's inn.

Hodson, Davison, United Service Club, Major Gen in H.M.'s Madras Staff Corps. June 20. Ponder v. Hodson, V.C. Malins. Mead, Jermyn st, St James's.

Leavitt, Ambrose, Carshalton, Surrey, Farmer. Nov 5. Grant v. Carpenter, V.C. Bacon.

Little, James, Bath. June 3. Jackson v. Gabbett, V.C. Malins. Ward, Bedford row.

Smed, George, Ealing. June 16. Smed v. Smed, V.C. Hall. Shearman, Gresham st.

#### Creditors under 22 & 23 Vict. cap. 35.

##### Last Day of Claim.

##### FRIDAY, May 17, 1878.

Bech, John Henry Michel, Bruton, Somerset, Gent. June 17. Ruse, Castle Cary.

Briggs, George, Small Heath, Warwick, Commercial Clerk. June 21. Fitter, Birmingham.

Briggs, Harriet, Digbeth, Birmingham. June 21. Fitter, Birmingham.

Barbott, William, Chesham, Bucks. June 24. Marsden and Son, Queen st, Chesham.

Cham, Mary Ann, Barnes villas, Barnes. June 24. Marsden and Son, Queen st, Chesham.

Cole, John, Blackstone, Gloucestershire, Pawnbroker. July 16. Hippisley, Bristol.

Philp, Michael Dyer, Blackfriars rd. June 25. Simpson and Palmer, Three Crown sq, Southwark.

Frith, William, Skegness, Lincoln, Cottager. June 2. Bawitt, Wainfleet.

Froom, Charles Pool, Marlborough chambers, Pall Mall, Solicitor. July 1. Murray, Whitehall place.

Gootwin, Thomas, Maidstone, Organ Builder. June 7. Beale and Co, Maidstone.

Harris, Thomas, George, Lewisham, Gent. June 24. Parker and Son, Lewisham.

Hill, Robert John, Homingford rd, Barnsbury, Meat Salesman. July 1. John Thorne, Gilbert st, Grosvenor sq.

Hopewell, Robert, Cropwell Bishop, Notts, Cottager. June 3. Bassitt, Wainfleet.

Jacobs, Rosetta, Newington Green rd, Canonbury. June 20. Frost, Leadenhall st.

Lancaster, Christopher, New Union st, Sheriff's Yeoman Usher. June 25. Forge, Fitzroy rd, Regent's Park.

Levett, William, Gracechurch st, Accountant. Aug 7. Foster, Queen's place.

Mettham, John, Mansfield, Nottingham a, Fish Dealer. Wells and Hind, Nottingham.

Morion, George, Chesham, Bucks. June 24. Miralles and Son, Queen st, Chesham.

Priehard, Thomas, Abington Abbey, Northampton, Esq. Aug 31. Dennis and Faulkner, Northampton.

Redfern, Charles, Nottingham, Lace Manufacturer. July 1. Wells and Hind, Nottingham.

Robins, Cattan, Chapel Bridge, nr Long Sutton. June 19. Harrison, Berrandsey st.

Sadler, John, Harborne, Stafford, Mill Owner. June 21. Pitter, Birmingham.

Slater, George, Wolstanton, Stafford, Yeoman. June 22. Knight, Newcastle-under-Lyne.

Sylvester, Robert Ashworth, Nottingham, Lace Manufacturer. July 1. Wells and Hind, Nottingham.

Todd, Joseph, Tunbridge Wells, Esq. July 19. Young and Co, 8, Mildred's court, Ponitry.

Turner, Richard, Kingston-upon-Hull, Gent. July 15. England and Co, Hull.

Vaux, Cathbert, Greatham, Durham, Shipowner. June 10. Branton, West Hartlepool.

Wilson, Isabella, Faversham, Westmoreland. July 5. Thomson and Wilson, Kendal.

#### Bankrupts.

##### FRIDAY, May 24, 1878.

#### Under the Bankruptcy Act, 1869.

Creditors must forward their proofs of debts to the Registrar.

To Surrender in London.

Brooke, Charles, Upper East Smithfield, Pawnbroker. Pet May 21. Hazlett. June 5 at 11.

Crombie, David, and Thomas Martin, The Wharf, Amberley rd, Paddington, Firewood Merchants. Pet May 21. Spring-Rice. June 4 at 11.

Forster, Robert James, Westbourne Grove, Bishop's road. Pet May 29. Brougham. June 4 at 11.

Gardiner, Joseph, Cornwall rd, Brixton Rise, House Agent. Pet May 21. Hazlett. June 5 at 12.

Gardiner, Thomas, Calumet st, Lead Merchant. Pet May 23. Murray. June 9 at 11.

Harper, John Balls, Billiter st, Tailor. Pet May 21. Hazlett. June 5 at 11.30.

Wich, William, Gosset st, Bethnal Green, Timber Merchant. Pet May 22. Spring-Rice. June 4 at 12.

#### To Surrender in the Country.

Garbutt, Henderson, Ecclehill, York, Staff Manufacturer. Pet May 22. Robinson. Bradford, June 7 at 9.

Green, Walter, West Hanningfield, Essex, Farmer. Pet May 14. Gopp. Chesham, June 6 at 11.

Picker-gill, Thomas, Huddersfield, Strap Manufacturer. Pet May 21. Jones, Jun. Huddersfield, June 6 at 11.

Steehan, John Alexander, Kingston-upon-Hull, Gas Engineer. Pet May 21. Rolitt. Kingston-upon-Hull, June 4 at 2.

Wilde, John, Northampton, Woollen Merchant. Pet May 18. Dennis. Northampton, June 7 at 10.

##### TUESDAY, May 28, 1878.

#### Under the Bankruptcy Act, 1869.

Creditors must forward their proofs of debts to the Registrar.

To Surrender in London.

Morjon, Frederick Charles, St Bene's place, Gracechurch st, Solicitor. Pet May 17. Keese. June 7 at 11.

#### To Surrender in the Country.

Brown, William Navel Thompson Spalding, Corn Merchant. Pet May 23. Gannon. Peterborough, June 13 at 11.

Courtenay, Edward Baldwin, Epsom. Pet May 21. Rivland. Croydon, June 14 at 2.

Denton, Henry Gouthorpe, Beverley, York, Coal Merchant. Pet May 21. Rolitt. Kingston-upon-Hull, June 14 at 2.

Dunage, Max, Broadley, Merchants' Clerks. Pet May 21. Rowland. Croydon, June 14 at 12.

Hainsworth, Jonathan, Halifax, Machine Broker. Pet May 23. Rankin. Halifax, June 8 at 11.

Jones, Edward Albert, Shrewsbury, Draper. Pet May 23. Foote. Shrewsbury, June 11 at 2.

Kearney, William, Chesham, Manchester, Coach Builder. Pet May 23. Lister. Manchester, June 17 at 11.

Rothery, Allen, and Thomas Murgatroyd, Liverpool, York, Woollen Spinners. Pet May 23. Nolan. Dewsbury, June 27 at 12.

#### BANKRUPTCIES ANNULLED.

##### FRIDAY, May 24, 1878.

Dugglesby, Matthias Percy, Kingston-upon-Hull, Timber Merchant. May 10.

Hartidge, Thomas Henry, Noble st, Falcon sq, Flower War-house-man. May 23.

TUESDAY, May 28, 1878.

Green, Morris, Jarrold, out of business. May 21  
Heller, John Samuel, Axminster, Devon, Accountant. May 9  
Pitcher, John Heratio, Brighton, Wine Merchant. May 24

### Liquidations by Arrangement. FIRST MEETINGS OF CREDITORS.

FRIDAY, May 24, 1878.

Allman, Julius, and Samuel Turton, Manchester, Engineers. June 7 at 3 at offices of Addeleshaw and Warburton, Norfolk st, Manchester  
Anderson, George, the younger, and William James Lester, Manchester Oil Merchants. June 7 at 3 at offices of Boote and Edgar, Booth st, Manchester  
Ashton, Thomas Heard, Bridgend, Glamorgan, Watchmaker. June 3 at 12.30 at offices of Morgan and Scott, High st, Cardiff  
Bailey, John Stamp, Upper Norwood, Surrey, Accountant. June 12 at 3 at offices of Philbrick, Austin friars  
Bambridge, Emily, Leeds, Dealer in Fancy Goods. June 4 at 11 at offices of Hickin, Serjeant's Inn, Fleet st, Lodge, Leeds  
Barry, Frederick Booth, Newport, Monmouth, Hosier. June 5 at 12 at offices of Parsons, High st, Bristol. Oliver  
Beirne, Daniel, Fleet st, Tobacconist. June 3 at 2 at offices of Joyce, Devereux court, Temple  
Bilcliff, James, Sheffield, Innkeeper. June 7 at 12 at offices of Tattershall, James st, Sheffield  
Boulton, James, Burton-on-Trent, Grocer. May 29 at 11 at the Midland Hotel, Burton-on-Trent. Wilson  
Boutwell, Thomas, Banner st, St Luke's, Assistant to a Licensed Victualler. June 6 at 3 at offices of Bowker, Gray's inn sq  
Bramley, William, Ramsgate, Lancashire, Cotton Spinner. June 5 at 3 at offices of Anderton, Garden st, Bury  
Briggs, Charles William, Kingston-upon-Hull, Coal Merchant. June 5 at 2 at offices of Carill and Burkinshaw, Parliament st, Kingston-upon-Hull. Thorney, Kingston-upon-Hull  
Brown, William, Stubbin Elsecar, York, Shopkeeper. June 13 at 11 at offices of Freeman, Church st, Barnsley  
Buckingham, William Henry, George Andrew Buckingham, and Alfred Buckingham, Leeds, Cigar Merchants. June 5 at 11 at offices of Malcolm, Park row, Leeds  
Burrows, Henry, Bradford, Bag Merchant. June 7 at 4 at offices of Atkinson, Tyndal st, Bradford  
Caldersbank, John, Castleton, Lancashire, Tea Dealer. June 7 at 3 at the Commercial Hotel, Brown st, Manchester. Ashworth, Rochdale  
Cassidy, Bartholomew, Sme hwick, Stafford, Licensed Victualler. June 1 at 10.15 at offices of Jackson, High st, West Bromwich  
Castle, James, Gobleborne rd, Notting Hill, Architect. June 7 at 11 at offices of Knight and Ward, Clement's inn, Strand  
Caswell, Frederick, Middlesborough, Innkeeper. June 1 at 12 at Abbot's Railway Hotel, York. Teal, Middlesborough  
Chambers, George, Middlesborough, Butcher. June 7 at 3 at the Queen Hotel, Zetland rd, Middlesborough. Bainbridge and Barney, Middlesborough  
Chapman, Nathaniel, Ravensthorpe, York, Bread Baker. June 4 at 11 at offices of Shaw, Bond st, Dewsbury  
Clarke, Heber, Kimbolton, Huntingdon, Grocer. June 4 at 12 at the Swan Hotel, Bedford. Day and Wade-Gery, St. Neots  
Clarke, Oliver, Harborne, Stafford, Stone Mason. June 4 at 11 at offices of Davies, Birmingham  
Clay, Patrick, and Herbert Stonehewer Cooper, Adelaide place, London bridge, Merchants. June 5 at 12 at offices of Miller and Miller, Sherborne lane, London  
Clayton, Frederick, Fenchurch st, Wine Merchant. June 5 at 12 at offices of Wade, Clifford's inn  
Cobbold, Thomas Henry, Colchester, Wine Merchant. June 7 at 10.30 at offices of Jones, Townhall chambers, Colchester  
Culley, William, Birchfields, Stafford, Builder. June 12 at 3 at offices of Barter, Colmore row, Birmingham  
Culley, George, Carlisle, Boot and Shoe Dealer. June 4 at 11 at the Lion and Lamb Inn, Scotch st, Carlisle. Johnson, Scotch st, Carlisle  
Cooper, Henry James, Newgate st, Fancy Goods Importer. June 6 at 2 at offices of Gush and Phillips, Finsbury circus  
Covans, James, Rothbury, Northumberland, Provision Dealer. June 5 at 3 at offices of Nicholson, Bridge st, Morpeth  
Crok, Walter Thomas, High st, Kingsland, Fancy Draper. June 13 at 2 at offices of Banes, Basinghall st. Mason, North buildings, Finsbury  
Dal'ow, Frederick, Parker's row, Brompton, Oilman. June 13 at 4 at offices of Hutton and Westcott, Strand  
Davies, Edmund, Trelaw, nr Pontypool, Baker. June 6 at 10 at offices of Rogers, High st, Pontypool  
Davies, John, Bricon, Cabinet Maker. June 7 at 2 at offices of Bishop, West st, Brecon  
Davidson, Morris, Stratford villa, Camden rd, Jeweller. June 12 at 3 at the Mason's Hall Tavern, Mason's avenue, Basinghall st. Gammon, Barge yard, Bucklersbury  
Denton, John, Stroud, Gloucester, Blacksmith. June 11 at 3 at offices of Wicheil, Lan-down, Stroud  
Dow, John, Weaste, nr Manchester, Foreman. June 17 at 11 at offices of Smith, King st, Manchester  
Drake, James Edward, Henry st, Hampstead rd, Clothier. June 3 at 3 at offices of Whitwell, King st, Cheapside  
Drysdale, Thos as Twidle, Swansea, Licensed Victualler. June 4 at 3 at offices of Smith and Lewis, Cambrian place, Swansea  
Duke, Thomas Short, Gateshead, Durham, Boot and Shoe Dealer. June 12 at 11 at offices of Kenyalside and Ferster, St John's chambers, Grainger st west, Newcastle-upon-Tyne  
Edwards, Griffiths, Shop lona Claddnewydd, Denbigh, Draper. June 5 at 12 at the Queen Hotel, Chester. Adams, Robin  
Elliott, Andrew, and John Elliott, Newcastle-upon-Tyne, Coach Builders. June 6 at 12 at offices of Robson, Townhall, Gateshead  
Ellis, John, Newcastle-upon-Tyne, Builder. June 5 at 2 at offices of Legge and Denison, Grey st, Newcastle-upon-Tyne  
Evans, John, West Bromwich, Coal Dealer. June 8 at 11 at offices of Topham, High st, West Bromwich  
Evans, Richard, Newtown, Montgomery, Butcher. June 8 at 12.30 at offices of Williams and Co, Bank, Newtown

Falconer, James, Middlesborough, Baker. June 4 at 11 at offices of Robson, Linthorpe rd, Middlesborough  
Farndale, George, Middlesborough, Chemist. June 6 at 3 at offices of Hope, Zealand rd, Middlesborough  
Fehrenbach, Gustave, Wolverhampton, Watchmaker. June 8 at 12 at offices of Green, Corporation st, Wolverhampton  
Fielden, James, Eli Fielden, Crossley Fielden, and William Fielden, Todmorden, Cotton Manufacturers. June 5 at 11.30 at the Mitre Hotel, Eastwood, Todmorden  
Fordy, Robert, Newcastle-upon-Tyne, Innkeeper. June 3 at 12 at offices of Macdonald, Mosley st, Newcastle-upon-Tyne  
Fowler, Alfred William, Whitechapel rd, Beer and Wine Retailer. June 3 at 10 at offices of Biggenden, North buildings, Eldon st  
Genn, Silvain, New Cavendish st, Portland place, Wine Merchant. June 15 at 11 at offices of Lewis, Old Broad st  
Gibbs, William, Southampton, Cook. June 3 at 3 at offices of Edmunds and Co, Portland st. Kilby, Southampton  
Godfrey, William, St. George's, Gloucester, Painter. June 3 at 1 at offices of Roper, Nicholas st  
Goode, William, and Walter Goode, Small Heath, Birmingham, Builders. June 5 at 11 at offices of Eaden, Bennett's hill, Birmingham  
Gough, Thomas, Bishop's Castle, Salop, Builder. June 10 at 12 at offices of Newill, Bishop's Castle, Salop  
Gray, John, Acton, out of business. June 3 at 4 at 37, Bedford row, Marshall  
Griffith, William Eden, Llandudno, Carnarvon, Coal Merchant. June 12 at 1 at the British Hotel, Bangor. Dew, Llandudno  
Griffiths, William, Swansea, Grocer. May 31 at 2 at offices of Thomas, York place, Swansea  
Hampton, John, Macclesfield, Innkeeper. June 15 at 10 at offices of Parrott and Co, Church side, Macclesfield  
Hawkins, William Henry, Antley, Acerrington, Builder. June 5 at 11 at the Derby Hotel, St. James st, Acerrington. Walton, Blackburn  
Hawkey, Charles Edward, Queen Victoria st, Printer. June 6 at 3 at offices of Tippetts and Co, Great St Thomas Apostle  
Higgins, John Henry, Bilston, Stafford, Butcher. June 6 at 11 at the Globe Inn, Mount Pleasant, Bilston. Bowen, Bilston  
Hunt, James, Aberystwyth, Marine Store Dealer. June 12 at 3 at offices of Jones, Frognore st, Aberystwyth  
Hutchinson, Joseph, the younger, North Ormesby, nr Middlesborough, Grocer. June 3 at 3 at offices of Hope, Zealand rd, Middlesborough  
Johnson, Tom, Whitlesey, Cambridge, Publican. June 6 at 12.30 at the Nag's Head Inn, Whitlesey. Gaches, Peterborough  
Jones, Griffith, Sheffield, Trimming Dealer. June 6 at 3 at offices of Fairburn, Bank st, Sheffield  
Jones, Thomas, Llandewibrell, Cardigan, Grocer. June 1 at 2 at offices of Philippe, Quay st, Carmarthen. Edwards, Lampeter  
Keys, Richard, High st, Marylebone, Grocer. June 10 at 2 at offices of Deane and Co, South sq, Gray's inn  
Lanchenick, John, Clifton, Bristol, Stationer. June 6 at 12 at offices of Murly and Sons, Old Post Office chambers, Corn st, Bristol  
Lane, Samuel Edward, Liverpool rd, Islington, Watchmaker. June 6 at 3 at offices of Popham, Vincent terrace, Islington  
Lawrence, Moses, Badbrook, Stroud, Gloucester, Furniture Broker. June 5 at 3 at the Grange, Falmouth. Fisher  
Lockyer, John, Bridgewater, China Dealer. June 7 at 12 at offices of Reed and Cook, King sq, Bridgewater  
Longmore, John, Buckton, Hereford, Farmer. June 14 at 11 at the Royal Oak Hotel, Leominster. James and Bodenham, Hereford  
Ludlow, Paul, Soutwram, York, Innkeeper. June 7 at 11 at offices of Ingram and Huntress, Hopwood lane, Halifax  
Manners, Douglas Ernest, Hugh st, Eccleston st, Gent. June 6 at 2 at offices of Bufen, Wool Exchange, Coleman st. Walker and Mowburn-Walker  
Massey, John, Newcastle-under-Lyme, Boot Manufacturer. June 1 at 2 at the North-Western Railway Hotel, Stafford. Turner, Newcastle  
McCluch, Eugene Crosby, Liverpool, Corn Merchant. June 7 at 3 at offices of Lawrence and Co, Lord st, Liverpool  
McDonagh, Thomas, Dewsbury, Provision Merchant. June 7 at 10.30 at offices of Ridgway and Ridgway, Union st, Dewsbury  
McGrath, Daniel, Farnworth, Lancashire, Plumber. June 7 at 3 at offices of Rutter and Finney, Mawdsley st, Bolton  
McKenzie, John, Downham Market, Norfolk, Watchmaker. June 3 at 11 at offices of Copeman, Downham Market  
Melville, William, Newcastle-upon-Tyne, Als Merchant. June 4 at 2 at offices of Pybus, Dean st, Newcastle-upon-Tyne  
Merrall, Anthony, East Bedford, Nottingham, Bookseller. June 7 at 2.30 at Dick's Tavern, Fleet st. Marshall, East Retford  
Moore, William Henry, Chipping Wycombe, Bucks, Chair Maker. June 12 at 3 at offices of Rawson, High st, Great Marlow  
Mountain, Mowbray, Swinhead, Lincoln, Farmer. June 11 at 11 at offices of Dyer, Church lane, Boston  
Murray, James Dalton, Manchester, Tailor. June 6 at 3 at offices of Horner and Son, Clarence st, Manchester  
Naylor, Tom, Ashted, Birmingham, Patent Malt Manufacturer. June 1 at 10.15 at offices of East, Eldon chambers, Cherry st, Birmingham  
Neal, Henry, Belgrave, Leicester, Boot Manufacturer. June 6 at 3 at offices of Shire, Market st, Leicester  
Outhwaite, Rev William, Cannock, Stafford. June 11 at 11 at offices of Glover, Walsall  
Palmer, William, Upper st, Tellington, Tobacconist. June 8 at 10.30 at offices of Brown, Goswell rd  
Parkinson, Edward John, Hanley, Draper. June 1 at 11.30 at offices of Stevenson, Cheapside, Hanley  
Phillips, Joseph, Barnsley, Shopkeeper. June 6 at 11 at offices of Maddison, Church st chambers, Barnsley  
Pittman, Eliza, High st, Kensington, Greengrocer. June 6 at 2 at offices of Slater, Guildhall chambers. Webb and Co, Argyle st, Regent st  
Poole, Alfred, Nornanton, Greengrocer. June 7 at 11 at offices of Lake, Southgate, Wakefield  
Powie, Littleton, Wolverhampton, Clerk. June 8 at 11 at offices of Stratton and Rudland, Queen st, Wolverhampton



Powney, Charles Walter, Rodney rd, Watworth rd, Egg Merchant. June 4 at 11 at offices of Bilton, Vassall rd, Camberwell New rd  
 Prior, Isaac, Wednesbury, Mercantile Clerk. June 7 at 11 at offices of Slater and Marshall, Beteroff, Darlington  
 Prosser, Walter, Leominster, Licensed Victualler. June 4 at 3 at offices of Moore, Corcoran, Leominster  
 Pyle, John Bickerton, Chorley, Lancashire, Ironmonger. June 10 at 11 at offices of Stanton, High st, Chorley  
 Rees, Michael, Tooley st, Borough, Publican. June 12 at 2 at offices of Orchard, John, Bedford row  
 Richardson, Joseph, Weston, Chester, Coal Dealer. June 8 at 10.30 at offices of Poynton, Market st, Crowe  
 Roberts, William, Kingsteignton, Devon, Gamekeeper. June 6 at 11 at offices of Croed, Courtenay st, Newton Abbot  
 Roper, James Swainson, Carlisle, Boot Maker. June 7 at 11 at 3, Car-ruthers court, Scotch st, Carlisle. Wannop, Carlisle  
 Rowdon, James, Jun, Crediton, Devon, Corn Merchant. June 7 at 11 at the Crown and Sceptre Hotel, North st, Exeter. Smith and Co  
 Rowe, Thomas, Leadgate, Durham, Baker. June 3 at 12 at 116, High st, Stockton-on-Tees. Richardson, Newcastle-upon-Tyne  
 Rundle, John, Crow st, Grocer. June 14 at 3 at offices of Cooke, Temple chambers, Oak st, Crowe  
 Sabbage, Henry Hooper, Gracechurch st, Timber Broker. June 13 at 3 at offices of Piewa and Co, Mark lane  
 Saxton, John James, Bedford, Colliery Agent. June 7 at 11 at offices of Jesop, St Paul's sq, Bedford  
 Scott, James, Jun, Bishop Auckland, Grocer. June 13 at 3 at offices of Lingrd, Newgate st, Bishop Auckland  
 Sedgwick, George, Chesterfield, Commercial Traveller. June 5 at 12 at offices of Wilson and Clayton, Surrey st, Sheffield  
 Shurmer, George Joseph, Newcastle-under-Lyme, Tailor. June 1 at 3 at offices of Griffiths, Lad lane, Newcastle-under-Lyme  
 Simpson, Frederick Harrison, Tadhoe Grange, Durham, Draper. June 7 at 11 at 8, York st, Manchester. Brose, Bishop Auckland  
 Sinabarger, Adolph, Liverpool, Upholsterer. June 12 at 3 at offices of Nordon and Mason, Victoria st, Liverpool  
 Sizer, John, Manningtree, Essex, Spirit Merchant. June 14 at 12 at the Packet Hotel, Manningtree. Pollard, Ipswich  
 Smith, Robert Isaac, West Bromwich, Coal Dealer. June 3 at 10.15 at offices of Jackson, High st, West Bromwich  
 Smith, Samuel Waterhouse, Barnsley, Hosier. June 11 at 11 at the Queen's Hotel, Leeds. Gray, Barnsley  
 Spencer, William, Burslem, Glider. June 6 at 3 at offices of Bennett, Piccadilly buildings, Hanley  
 Spray, Henry, Gainsborough, Lincoln, Machine Maker. June 5 at 11 at offices of Dye and Kirkup, Bank st chambers, Lincoln. Brogden, Lincoln  
 Stilwell, Robert, Finsborough rd, South Kensington, Plumber. June 14 at 3 at the Inns of Court Hotel, Lincoln's inn fields. Woolfe, Lincoln's inn fields  
 Taylor, John, Old Swinford, Worcester, Innkeeper. June 3 at 10 at offices of Collis, Market st, Worcester  
 Taylor, Richard, Walsall, Chartermaster's Manager. June 5 at 11 at offices of East, Cherry st, Birmingham  
 Thomas, Evan, Ffinaingand, Cardigan, Farmer. June 5 at 2 at the County Court Office, Lampeter. Lloyd, Lampeter  
 Thomas, James, Merthyr Tydfil, Beerhouse Keeper. June 6 at 11 at the County Court Offices, Merthyr Tydfil. Phillips, Aberdare  
 Thomon, Raphael, and Frederick John Vaughan, Frith st, Soho, Lithographers. June 5 at 11 at offices of Greening and Cheesman, Farringdon st. Briggs, Great James st, Bedford row  
 Thornton, William Winn, Castleford, York, Bookseller. June 4 at 3 at the Commercial Hotel, Albion st, Leeds. Horner, Wakefield  
 Thorpe, Abraham, and not Taylor, Striford, Lancashire, Grocer. May 28 at 3 at offices of Bullock and Worthington, Kennedy at  
 Tiley, James, Chadsmoor, Stafford, Beer Retailer. June 5 at 11 at offices of Glover, Park st, Walsal  
 Todd, William, North Shields, Builder. June 5 at 3 at offices of Fenwick, Saville st, North Shields  
 Todhunter, Jeremiah, South Shields, Hotel keeper. June 8 at 11 at offices of Keenleyside and Forster, St John's chambers, Grainger st West, Newcastle-upon-Tyne  
 Treman, Thomas, Chipping Sodbury, Gloucester, Mill r. June 1 at 12 at offices of Esbery, Guildhall, Broad st, Bristol  
 Vicary, James Edward, Roath, Cardiff, Grocer. June 6 at 3 at offices of Munn and Kennard, Crockerbrowns, Cardiff. Merrils, Cardiff  
 Vickers, Thomas, Greenhill, Derby, Draper. June 10 at 12 at the George Hotel, Market place, Sheffield. Stanton, Chesterfield  
 Walker, William, Liverpool, Provision Merchant. June 5 at 12 at offices of Et y, Unity buildings, Lord st, Liverpool  
 Walker, George, Leadenhall st, Wine Merchant. June 13 at 11 at the Guildhall Tavern, Gresham st. Elmslie and Co, Leadenhall st  
 Way, Thomas, Torquay, Devon, Carver. June 5 at 3 at offices of Hooper and Wollen, Carlton House, Torquay  
 Webster, Charles Dakeyne, Nottingham, Coal Merchant's Clerk. June 12 at 13 at offices of Cann, Low pavement, Nottingham  
 West, Thomas, Rothwell, York, Grocer. June 5 at 3 at offices of Simpson and Burrell, Albion st, Leeds  
 Westwood, Thomas, Birmingham, Bellows Pipe Manufacturer. June 5 at 11 at offices of Parr, Colmore row, Birmingham  
 White, Thomas, Railway Arches, Kingland rd, Timber Merchant. June 12 at 2 at offices of Brighton and Parker, Bishopsgate st without  
 Williams, Frank Billingsley, Bradford, Share Broker. June 3 at 11 at offices of Watson and Dickens, Victoria chambers, Market st, Bradford  
 Williams, John Lyl, Cardiff, Draper. June 6 at 2 at offices of Collins, Corn st, Bristol. Brittan and Co, Bristol  
 Wood, Edward, Newcastle-upon-Tyne, Grocer. June 6 at 11 at offices of Dickinson, Pilgrim st, Newcastle-upon-Tyne  
 Woodhouse, Charles, Ogley Hay, Stafford, Farmer. June 4 at 3 at offices of Hill, Chichester, Walsall  
 Woolf, Morris, and Lewis Woolf, Birmingham, Boot and Shoe Manufacturers. June 5 at 2 at offices of Wright, Broad st corner, Birmingham  
 Wright, William, Great Queen st, Westminster, Asphalt Pavement Manufacturer. June 7 at 2 at offices of Russell, Westminster chambers, Westminster

TUESDAY, May 21, 1878.

Anderton, George, Jun, and William James Lester, Manchester, Oil Merchants. June 7 at 4 at offices of Boote and Edgar, Booth st, Manchester  
 Appleyard, Edward, Hartlepool, Ironmonger. June 7 at 13 at offices of Todd, Town wall, Hartlepool  
 Atkinson, William Henry, Beeston hill, nr Leeds, Waste Merchant. June 10 at 3 at offices of Lodge, Park row, Leeds  
 Ball, Ambrose William, Luton, Bu'dler. June 11 at 11 at offices of Cordwell and Tasman, Serjeants' Inn, Chancery lane. Soarby, Luton  
 Bainbridge, Thomas, Woodhouse Carr, nr Leeds, Provision Dealer. June 13 at 3 at offices of Harland, South parade, Leeds  
 Barnett, John, Leeds, Foreman. June 8 at 11 at offices of Hardwick, Infirmary st, Leeds  
 Bartholomew, Joseph, St John the Evangelist rd, Highgate, out of business. June 7 at 12 at offices of Norman, Essex st, Strand  
 Batch, Jacob Peter, Addington sq, Camberwell, Contractor. June 6 at 3 at offices of Jenkins, Tavistock st, Strand  
 Beardsall, Francis Knowles, Barnley, Mill Furnisher Merchant. June 8 at 11 at offices of Binney and Sons, Queen st, Sheffield  
 Bell, William, Banchaw, Masons' avenue, Basinghall st, Licensed Victualler. June 11 at 2 at the Cannon st Hotel, Cannon st. Wilkins and Co  
 Bentley, Thomas, Great Grimsby, Furniture Dealer. June 11 at 11 at offices of Grange and Winttingham, St Mary's chambers, West St Mary's gate, Great Grimsby  
 Birchwood, John, Openshaw, Lancashire, Blacksmith. June 13 at 3 at offices of Harris, Blue Boat court, Manchester  
 Brack, John, Richmond, York, Innkeeper. June 10 at 12 at offices of Hanton, Richmond  
 Brewis, John, Newcastle-upon-Tyne, Grocer. June 12 at 11 at offices of Eldon, Royal arcade, Newcastle-upon-Tyne  
 Brownlow, Walter, Swannington, Leicester, Commission Agent. June 12 at 3 at the Midland Hotel, Burton-on-Trent. Heath, Derby  
 Bryant, John Henry, Tonsley hill, Wandsworth, Surgeon. June 12 at 3 at offices of Rogers and Chave, Queen Victoria st  
 Burn, George, Westgate, Newcastle-upon-Tyne, out of business. June 11 at the Neville Hotel, Neville st, Newcastle-upon-Tyne. Stewart, Newcastle-upon-Tyne  
 Chapman, Benjamin, Ivegate, Yeondon, Hairdresser. June 7 at 3 at offices of Hewson, East parade, Leeds  
 Cockerill, Eliza, London wall, Licensed Victualler. June 20 at 3 at offices of Goldberg and Langdon, West st, Finsbury circus  
 Cole, James Astley Clarke, Birmingham, Tailor. June 6 at 10.15 at offices of East, Cherry st, Birmingham  
 Collins, Charles Frederick, Wisbech, Cambridge, Horse Dealer. June 12 at 12 at offices of Olland, York row, Wisbech  
 Collins, William George, Hockney rd, Boot Manufacturer. June 13 at 2 at offices of Spyer and Son, Winchester house, Old Broad st  
 Colwell, Frederick Thomas, Brighton, Builder. June 12 at 4 at offices of Taylor and Baker, Ship st, Brighton. Nye, Brighton  
 Counsel, Walter, Leek, Stafford, Silk Weaver. June 7 at 2 at offices of Hacker and Allen, St Edward st, Leek  
 Cowland, Charles, Adrian terrace, South Kensington, Bill Discounter. June 12 at 3 at the Inns of Court Hotel, Lincoln's inn fields. Woolfe, Lincoln's inn fields  
 Curry, Christopher, Darlington, Fruit Merchant. June 11 at 3 at offices of Barron, High row, Darlington  
 Drury, James, Goldhawk rd, Shepherd's Bush, Salesman. June 7 at 12 at offices of Sampson, Marybone rd  
 Eden, John Henry, Aston Cantlow, Henley-in-Arden, Licensed Victualler. June 11 at 3 at offices of Duke, Temple row, Birmingham  
 Edgley, John, East Dereham, Tile Merchant. June 5 at 12 at offices of Saunders, Quebec st, East Dereham  
 Edwards, Henry, Middlesbrough, out of business. June 16 at 11 at offices of Robson, Linthorpe rd, Middlesbrough  
 Elsom, William, Hackthorn, Lincoln, Tailor. June 12 at 11 at offices of Page, Jan, Flaxenave, Lincoln  
 Evans, Evan David, Fumery, Carmarthen, Draper. June 12 at 2 at offices of Howell, Steppay st, Llanelly  
 Foreman, Frederick, Warminster, Wilts, Innkeeper. June 13 at 3 at offices of Dunn and Payne, King st, Frome  
 Freeman, James, Burton-on-Trent, Potato Dealer. June 6 at 11 at the Clarendon Hotel, Station st, Derby. Wilson, Burton-on-Trent  
 Garwood, George Edward, Mayall rd, Brixton, Purveyor. June 6 at 3 at 19, Worship st, Finsbury. Footon, Highgate  
 Gayton, Samuel, and Jacob Gayton, Trowbridge, Wilts, Cheese Factors. June 11 at 10 at offices of Clark and Collins, Trowbridge  
 Gibbs, John Falkner, Coventry st, Kidderminster, out of business. June 8 at 11 at the Talbot Hotel, Stourbridge. Collis, Stourbridge  
 Gilbert, Frederick George, Wood st, Cheapside, Draper. June 18 at 12 at offices of Ludbury and Co, Cheapside. Plunkett, Gutter lane  
 Glass, George, Michael, Warwick gardens. Kensington, Commission Agent. June 6 at 3 at offices of Wetherill, Queen st, Cheapside  
 Goddard, John William, Wisbech, Cambridge, Painter. June 11 at 2.30 at the Great Northern Hotel, Peterborough. Olland, Wisbech  
 Gottschmer, Marcus, Great Alle st, Whitechapel, Cloth Cap Maker. June 12 at 3 at offices of Neal, Finner's Hall, Old Broad st  
 Grassi, Carlo, Gerrard st, Soho, Wine Merchant. June 6 at 3 at offices of Duncan, Bedford row, Bloomsbury  
 Green, Joseph, Tredington, Worcester, Farmer. June 15 at 4 at offices of Hiron, Shipston-on-Strour  
 Hackett, John, Clonbrook rd, Stoke Newington, Builder. June 12 at 2 at 9, Junction place, Hackney. Phillips, Mark lane  
 Hall, Jesse, and Alfred Cooper, Minorities, Builders. June 12 at 13 at offices of Randall and Angier, Gray's inn place  
 Hampshire, George, Middlesbrough, Fruiterer. June 7 at 11 at offices of Hamilton and Co, Gotsford st, Middlesbrough. Wilks, Middlesbrough  
 Harrington, Henry John, Seething lane, Great Toxteth st, Wine Cooper. June 13 at 2 at offices of Kebbelle, Catherine court, Tower hill  
 Harris, Thomas, Poutmyster, Monmouth, Grocer. June 14 at 12 at offices of Gibbs and Llewellyn, Tredgar place, Newport  
 Haseltine, John, Jun, Wickham place, Lower Clapton, Gent. June 13 at 2 at offices of Naughton, Cheapside

Hey, William John, Wakefield, out of business. June 10 at 3 at offices of Burton, Wood & Wakefield.

Hillman, George, Lyncombe Hall, Bath, Coal Merchant. June 7 at 12 at 10, Somerset buildings.

Hoyle, John, Scarborough, Tailor. June 12 at 3 at the Bull and Mouth Hotel, Leeds.

Hutchinson, George, Acomb, Northumberland, Grocer. June 12 at 12 at offices of Lockhart, Hexham.

Isip, Charles, Penge, Surrey, Butcher. June 12 at 2 at offices of Lindus, Chesapeake.

Jackson, Thomas, Luston, Hereford, Timber Merchant. June 11 at 12 at offices of Bowles, Mill st, Ludlow.

Johnson, Sidney, Hatton garden, Manufacturers of Indicators. June 4 at 3 at offices of Kitch and Co, Chancery lane.

Jones, John, Porth, nr Pontypridd, Cabinet Maker. June 12 at 10 at offices of Rowser, High st, Pontypridd.

Judd, James, Broadway, Turnham Green, Builder. June 6 at 2 at the Inns of Court Hotel, High Holborn. Bartlett, Bedford st, Covent garden.

Kautman, Leon, Gracechurch buildings, Gracechurch st, Commission Agent. June 17 at 3 at offices of Lee, Gresham buildings, Basinghall st.

Keith, Richard Thomas, Brougham rd, Dalton, Shoe Manufacturer. June 14 at 3 at offices of Green, Queen st.

Kempe, William, Walter Kempe, and Edward Kempe, Leeds, Cloth Finishers. June 14 at 2 at the Griffin Hotel, Boar lane, Leeds.

Simpson and Burrell.

Kingcome, Eliza Wilhelmina, Liverpool, Sailmaker. June 14 at 2 at offices of Duncan and Co, Water st, Liverpool.

Kirkland, Thomas, Crews, Wharfedale, June 14 at 11 at the Temple chambers, Oak st, Crews.

Leas, James, Burlem, Potato Dealer. June 14 at 11 at offices of Julian, Queen's chambers, Liverpool rd, Burlem.

Lindley, Alvan, Naburn, York, Farmer. June 12 at 3 at Abbott's Hotel, Tanner row, York.

Dale, York.

Linklater, Archibald, jun, Middlesborough, Stationer. June 11 at 11 at 34, Albert rd, Middlesborough.

Lovell, John Thomas, Newport, Mon, Builder. June 8 at 10 at offices of David, Tredgar chambers, Newport.

Mackenzie, Colin Campbell, Newcastle-upon-Tyne, Draper. June 12 at 2 at offices of Hoyle and Co, Collingwood st, Newcastle-upon-Tyne.

Mascars, Edwin David, Anley rd, Kennington Park, Builder. June 11 at 2 at offices of Corp, Essex st, Strand.

Maloney, John, New Cross rd, Kent, China Dealer. June 10 at 3 at offices of O'Neill, Cannon st.

Mannell, Elijah, Little Bolton, Lancashire, out of business. June 18 at 3 at offices of Taylor and Sons, Mawdsley st, Bolton.

Markusfeld, Zigismunt, Wigan, Lancashire, Draper. June 9 at 11 at offices of Stuart, King st, Wigan.

Marinsson, John, Lincoln, Grocer. June 12 at 10 at offices of Page, jun, Flazengate, Lincoln.

Medforth, Samuel, Middlesborough, Innkeeper. June 7 at 11 at the Taitot Hotel, South st, Middlesborough. Peacock, Zealand rd, Middlesborough.

Mellow, John, Hucknall, Torkard, Nottingham, Butcher. June 18 at 12 at offices of Brille, St Peter's chambers, St Peter's gate, Nottingham.

Miller, David, Ulverston, Lancashire, Labourer. June 14 at 11 at the Temperance Hall, Ulverston. Park, Ulverston.

Morgan, Henry William, Landport, Hants, Jeweller. June 14 at 12 at 145, Chesapeake, Blake and Reed, Portsea.

Morgan, Morgan, Tram-roads, North, Merthyr Tydfil, Brewer. June 8 at 1 at offices of Beddies, Victoria st, Merthyr Tydfil.

Morris, Martin, Wigan, Lancashire, Fish Merchant. June 11 at 11 at offices of Wilson, King st, Wigan.

Moss, Ralph, Backpool, Grocer. June 11 at 10.30 at offices of Dean, Luns st, Preston.

Murray, William Marr, Joseph Bartlett, John Gallien, and Alfred Thomas Thornthwaite, St John's sq, Clarksell, Engravers. June 8 at 11 at offices of Crossman, King's rd, Bedford row.

Nicholson, Robert Heay, Royalty West, Sunderland, Grocer. June 15 at 11 at offices of Skinner, John st, Sunderland.

Nott, John Whetter, Moragissey, Cornwall, Draper. June 12 at 2 at offices of Carlyon and Stephens, Cross lane, St Austell.

Pannisham, George, Blackfriars rd, Public House Broker. June 8 at 2 at offices of Porter, Beaufort buildings, Strand.

Perkins, Thomas, Blackburn, Leather Dealer. June 13 at 11 at offices of Hall, Victoria st, Blackburn.

Phillips, Thomas, Llanelli, Carmarthen, Builder. June 7 at 4 at the Railway Hotel, Station rd, Llanelli. Evans, Carmarthen.

Potts, Samuel, Bilton, Stafford, Beerhouse Keeper. June 12 at 11 at office of Lanzman, Church st, Bilton.

Price, Eliska, Blackburn, Draper. June 6 at 10.15 at offices of Liversy and Taitot, New Market st, Blackburn. Walton, Blackburn.

Ramsden, Samuel, and Thomas Ramsden, Bolton, Potato Merchants. June 12 at 3 at offices of Richardson, Wood st, Bolton.

Rees, Joseph, Swansea, Fruiterer. June 4 at 11 at offices of Hartland and Co, Ruda st, Swansea.

Robinson, Thomas, James Ashton, Northampton, Farmer. June 10 at 11 at offices of Jeffrey, Market sq, Northampton.

Robson, Michael, and Thomas Robson, Monkwearmouth, Boat Builders. June 4 at the Queen's Head Hotel, Pilgrimage st, Newcastle-upon-Tyne, in lieu of the Queen's Hotel, the place originally named.

Rogers, George, Pontypool, Boot Manufacturer. June 11 at 12 at offices of Tribe and Co, High st, Newport. Watkins, Pontypool.

Samuel, Frederick Benjamin, Mincing lane, Colonial Broker. June 14 at 13 at offices of Leslie and Co, Frederick's place, Old Jewry.

Longhurst and Knight, Austin Friars.

Seward, James, Old Kent rd, Southwark, Bootmaker. June 6 at 4 at 19, Worship st, Finsbury. Fenton, Highgate.

Sehry, George Frederick, Lee, Cricket Bat Manufacturer. June 12 at 2 at offices of Miller, Moorgate st.

Shimwell, William James, Derby, Provision Merchant. June 12 at 2 at the B-D Hotel, Sadler gate, Derby. Hextall, Derby.

Skellern, Thomas, Tonge, Lancashire, Plumber. June 13 at 3 at offices of Bode and Eigar, Booth st, Manchester.

Smith, Edwin Hutton, Bailey Carr, Dewsbury, Landscape Gardener. June 11 at 2.30 at offices of Ridgway and Ridgway, Union st, Dewsbury.

Smith, Henry, Three Colts st, Limehouse, Baker. June 4 at 2 at offices of Morris, Mure court, Temple.

Spencer, John, Lower Norwood, Surrey, Timber Merchant. June 11 at 2 at offices of Morphet and Hanson, Chesapeake. Pettiver, College st, College hill.

Sprent, George John, Bridport, Dorset, Draper's Assistant. June 6 at 12 at offices of McCarthy, King st, Frome.

Standish, Thomas, and Charles Turner, Crickfield rd, Lower Clapton, Engineers. June 12 at 11 at offices of Guider, Gresham st. Pettiver, College st, College hill.

Stephens, Thomas, Golds Green, West Bromwich, Charter Master. June 11 at 10 at offices of Rankin, High st, West Bromwich.

Stephenson, Amos, Houghton-le-Spring, Durham, Draper. June 6 at 3 at offices of Graham, John st, Sunderland.

Stout, Joseph, Kirkby Lonsdale, Westmoreland, Butcher. June 14 at 2 at the Royal Hotel, Kirkby Lonsdale. Gregg, Kirkby Lonsdale.

Sturt, William, Kingston-on-Thames, Baker. June 17 at 4 at offices of Birchall, Cowper's court, Cornhill.

Tattersfield, George, and James Walker Tattersfield, Miffield, York, Woollen Manufacturers. June 4 at 2 at the Bailey Station Hotel, Southill, Dewsbury. Chadwick and Sons.

Taylor, Henry Hyton, Middlesborough, Chemist. June 7 at 1 at Abbott's Hotel, York. Spry, Middlesborough.

Taylor, William, Middle Hillton, Lancashire, Ironfounder. June 10 at 3 at offices of Dawson, Wood st, Bolton.

Thomas, David, Newport, Mon, Auctioneer. June 8 at 3 at Tredgar chambers, Newport.

Thorpe, Henry, York, Saddler. June 14 at 12 at offices of Wilkison, St Helen's sq, York.

Tippett, John, and Martin Connor, Liverpool, Grocers. June 11 at 3 at offices of Evans and Lockett, Commerce chambers, Lord st, Liverpool.

Tippling, Charles, Great Russell st, Bloomsbury, Wine Merchant. June 8 at 10 at 145, Chesapeake. Castle, Poultry.

Tomsett, John, Staplehurst, Kent, Butcher. June 8 at 3 at the King's Head Hotel, Staplehurst. Hinds.

Trowan, Enos, Kidderminster, out of business. June 18 at 3 at offices of Boden and Dwyer, Bank buildings, Kidderminster.

Turley, Thomas, Sedgley, Stafford, out of business. June 6 at 11 at offices of Fellow, Church lane, Tipton.

Vine, Thomas, Swans, Tobaccoist. June 4 at 11 at offices of Thomas, York place, Swansea.

Wainwright, James, Birmingham, out of business. June 7 at 10.15 at offices of East, Cherry st, Birmingham.

Whittle, John, Liverpool rd, Timber Merchant. June 4 at 11 at offices of May, Russell sq.

Widgip, Andrew, Bradford, out of business. June 10 at 10 at offices of Varley and Co, Haslet gate, Bradford. Beverley.

Wilcockson, David, Haslingden, Lancashire, Restaurant Keeper. June 13 at 3 at offices of Thompson, Luns st, Preston.

Wilcox, Thomas, Birmingham, Retail Brewer. June 7 at 3 at offices of East, Cherry st, Birmingham.

Wolfe, Robert, Wilson st, Finsbury, Trunk Maker. June 6 at 4 at offices of Ogilvie, Worship st, Finsbury sq.

Yardley, Thomas, Norton-in-the-Moors, St. fford, Licensed Victualler. June 7 at 11 at Queen's chambers, Liverpool rd, Burlem. Julian, Burlem.

## CITY OF LONDON.

Valuable Freehold Building Site, offering a rare opportunity to trade firms and capitalists, containing nearly 2,000 superficial feet, suitable for the erection of a commanding warehouse or other business premises, well placed in the very heart of the City, within a couple of minutes of the Mansion House Station.

**MR. F. STATHAM HOBSON will SELL, by AUCTION, at the MART, on WEDNESDAY, June 12th, at TWO precisely, the valuable FREEHOLD BUILDING SITE, No. 26, Little Trinity-lane, midway between Queen Victoria-street and Upper Thames-street.**

May be viewed and particulars, with plans, obtained of Messrs. BILLINGHURST & WOOD, Solicitors, 7, Bucklersbury, E.C., at the Mart, and at the Auction Office, 20, Coleman-street, Bank.

In the High Court of Justice, Chancery Division (Master of the Rolls) —  
—Re Robert Faithful, deceased: Webb v. Ewen, 1877, F. 73.—Berkshire.—To be SOLD by AUCTION by

**MR. RICHARD FREDERICK TAYLOR** (of the firm of Messrs. Jones, Lang, & Co.), the person appointed by the Master of the Rolls to conduct the sale, at the MART, Tokenhouse-yard, E.C., on MONDAY, JUNE 17th, 1878, at ONE o'clock precisely, in two lots, the ADVOWSON and RIGHT of PATRONAGE and PRESENTATION of the VICARAGE or PARISH CHURCH of WARFIELD, in the county of Berkshire, two miles and a half from Bracknell (a station on the London and South-Western Railway), eight miles from Windsor and seven from Maidenhead. There is an excellent vicarage, containing three sitting rooms, five bed and two secondary bed rooms, and two dressing rooms, kitchen, and offices, with pleasure grounds, stabling, two cottages, &c., together with 15 acres of Glebe land. The income derived from the property is about £212 per annum, and the age of the present incumbent is 60. Also the Rectorial or Great Tithes arising from certain lands in the same parish, comprising about 805 acres, and amounting to about £107 8s. per annum.

Printed particulars and conditions of sale may be obtained of the following Solicitors:

W. F. NOKES, Esq., 21, Queen Victoria-street, E.C.;  
Messrs. BEAUMONT and WARREN, 33, Chancery-lane, W.C.;  
and  
W. B. BROOKE, Esq., 1, New-Inn, Strand, W.C.;  
and of Messrs. JONES, LANG, and CO., the Auctioneers, 8, King-street, Chancery, E.C.

## DENHAM, BUCKS.

The Tile-house Estate, a most enjoyable Freehold Residential Property, delightfully situated in the parishes of Denham, Iwer, and Chalfont St. Peter, 4½ miles from Uxbridge, five from Rickmansworth, and about 30 miles from London by road. It comprises a charming residence, in a position of singular beauty, in a sheltered depression on the gravel-capped hills overlooking the rich Valley of the Gine, and overlooking the finely-timbered residential properties in the valley. The residence is approached by a carriage drive, planted on both sides with evergreens and ornamental timber, and contains good entrance hall, dining room, drawing room, three smaller sitting rooms, commanding fine views, six principal bed rooms, besides dressing rooms, and seven other bed rooms, with ample domestic offices. Adjoining the residence are a charming conservatory, a small glass-covered terrace, stable and coach-house premises, and a small farm-yard, also walled-in kitchen garden, with gardener's cottage, and all necessary hot-houses, graperies, &c., the whole being surrounded by finely-timbered park-like grass lands of about 50 acres. The gardens and pleasure grounds are of a most enjoyable character. Also three farms, with suitable houses and homesteads, let to responsible tenants; and about 160 acres of wood lands, over which is well known to be some of the best shooting in the neighbourhood. A valuable right of fishing is attached to the estate. The whole comprises about 568 acres, and forms a very compact property, hardly to be surpassed for the beauty of its situation or the character of its sporting and other advantages, considering its proximity to London.

**MESSRS. DRIVER & CO.** will offer to AUCTION the above valuable ESTATE, at the MART, London, on FRIDAY, JUNE 14, at TWO o'clock precisely (unless previously disposed of by private contract).

Particulars of Messrs. FLADGATE, SMITH, & FLADGATE, Solicitors, 40, Craven-street, Strand; and of Messrs. DRIVER & CO., Surveyors, Land Agents, and Auctioneers, 4, Whitehall, London.

## REGENT-STREET.

An Improved long Leasehold Net Rental of £384 18s. a year, forming a most eligible investment.

**MESSRS. DRIVER & CO.** will offer to AUCTION, at the MART, Tokenhouse-yard, on TUESDAY, 25th JUNE at TWO o'clock precisely (unless previously sold by private contract), the above IMPROVED LEASEHOLD NET RENTAL of £384 18s., arising out of and secured upon the House, Shop, and Business Premises, No. 70, Regent-street; held under lease direct from the Crown, for about 40 years unexpired, at £85 7s. per annum, and let for the whole term, less 3 months and 11 days, to Mr. Thierry, Bootmaker, at a net rent of £450 per annum.

Particulars shortly of Messrs. NASH & FIELD, Solicitors, 12, Queen-street, Chancery-lane, and of Messrs. DRIVER & CO., Surveyors, Land Agents, and Auctioneers, 4, Whitehall, S.W.

## THURSDAY NEXT.

Periodical Sale of Reversions, Policies, Annuities, Shares, Debentures, Bonds, &c., for JUNE 6.

**MESSRS. MARSH, MILNER, & CO.** will SELL, by AUCTION, at the GUILDHALL COFFEE HOUSE, on THURSDAY NEXT, JUNE 6, at TWELVE for ONE o'clock, the following ORDER:—

1. THE ABSOLUTE REVERSION TO ONE-SEVENTH OF FREEHOLD PROPERTIES, situate in Clerkenwell, Hatton-garden, Soho, and Mile-end, producing £314 per annum, and of Leasehold Residences at Southgate and Wood-green, producing £10 per annum; and of £498 New Three per Cent., receivable on the death of a lady now aged 73. —Solicitors, Messrs. Armstrong and Lamb, 33, Old Jewry.

2. ONE-FOURTH of one full and equal part or SHARE, the whole being divided into 30 shares, in FULHAM and PUTNEY BRIDGE. —Solicitors, Messrs. Staden and Mackenzie, Delamater-street, Westminster, S.W.

3. THE REVERSION TO ONE-NINTH OF £11,103 6s. 8d. NEW THREE per CENT. ANNUITIES, of £18,138 17s. 1½d. India Four per Cent., and of £153 16s. 5d. New Three per Cent. Annuities, expectant on the death of a lady now aged 71, provided a lady now aged 33 survives her. —Messrs. Stophor and Rundle, 74, Coleman-street.

4. THE ABSOLUTE REVERSION TO ONE-THIRD OF £3,372 SCINDE, PUNJAB, and DELHI RAILWAY STOCK, receivable on the death of a gentleman now aged 59. —Solicitors, Messrs. G. F. and M. Koper, 17, Lincoln's-inn-fields.

5. AN OLD POLICY for £400, in the Argus Life Assurance Company, on the life of a gentleman now aged 60. Annual premium £11 13s. 4d. —Solicitor, N. Jourdain, Esq., 45, Ludgate-hill.

6. THE LIFE INTEREST of a gentleman, now aged 71, in £100 per annum, derived from £4,000, invested on mortgage of a freehold estate in Norfolk, expectant on the death of a lady, now aged 67, provided he survives her; also a Policy for £1,000, and bonus additions of £590, on the life of the above gentleman, in the University Life Assurance Society. Annual premium £29 17s. 6d. —Solicitors, Messrs. Conquest and Clere, Bedford.

7. THE ABSOLUTE REVERSION to the £4,000 referred to above, receivable on the death of the survivor of the above-named third lady and gentleman. —Solicitors, Messrs. Conquest and Clere, Bedford.

8. THE ABSOLUTE REVERSION TO ONE-FIFTH OF £7,156 10s. 9d. INDIA FOUR per CENT., to the credit of a suit of Green v. Angell, and One-fifth of £2,000 sterling, receivable on the death of a lady now in her 80th year. —Solicitors, Messrs. Hunter, Gwatkin, and Co., No. 9, New-square, Lincoln's-inn.

9. THE REVERSION TO ONE-EIGHTEENTH of nearly £12,000, invested on Mortgage and in Consols, on the death of a lady now in her 87th year, and the other moiety thereof upon the death of the above lady and the survivor of her three sisters, aged respectively 59, 59, and 51. —Solicitor, E. C. Harcourt, Esq., 14, Bedford-row.

10. A very OLD POLICY for £250, and bonuses amounting to £31 7s., in the West of England Life Office, on the life of a gentleman now in his 80th year. Annual premium £5 17s. 6d. —Solicitors, Messrs. Piers, Irvine, and Hodges, 79, Mark-lane, E.C.

11 to 15. FIVE DEBENTURES in Drury-lane Theatre, terminable in the year 1895. The last annual dividend was £11 17s. 6d. Particulars at 54, Cannon-street.

## MUSWELL HILL.

Close to the Railway Station and the Alexandra-park. —A comfortable detached Family Residence; with possession.

**MESSRS. PRICKETT, VENABLES, & CO.** will SELL, by AUCTION, at the MART, Tokenhouse-yard, City, on THURSDAY, JUNE 13th, at TWO o'clock precisely, in One Lot (unless previously disposed of by Private Contract), the excellent detached FAMILY RESIDENCE, known as Park Lodge, most desirably situate at the foot of Muswell-hill, at the corner of the principal carriage entrance to the Alexandra-park. It contains six bed rooms, three sitting rooms, kitchen, three water-closets, and good domestic offices; gardens front and rear. Held upon lease for an unexpired term of about 82 years, at a low ground-rent.

Particulars can be obtained at the Auction Mart, City; of Messrs. Munton & Morris, Solicitors, 3, Lambeth-hill, City; and of Messrs. Prickett, Venables, & Co., Auctioneers and Surveyors, 62, Chancery-lane, and Barnet.

## POTTER'S BAR.

Between Barnet and Hatfield. —Valuable Freehold Building Land.

**MESSRS. PRICKETT, VENABLES, & CO.** will SELL, by AUCTION, at the MART, Tokenhouse-yard, Bank, on THURSDAY, JUNE 13th, at TWO o'clock precisely, in One Lot (unless previously disposed of by Private Contract), about six acres of FREEHOLD BUILDING LAND, well situate near the village of Potter's-bar, possessing a frontage of about 200 feet upon the Great North-road, in a rapidly-increasing neighbourhood, and offering every facility for conversion into a very valuable building estate.

May be viewed, and particulars obtained at the Mart, City; of H. J. Godden, Esq., Solicitor, No. 21, Lime-street-chambers, Lime-street, E.C.; and of Messrs. Prickett, Venables, & Co., Auctioneers, &c., 62, Chancery-lane, W.C., and Barnet, Herts.

## FOREST HILL, PECKHAM, AND DULWICH.

By order of the Mortgagee. —Secure long Leasehold Investments.

**MESSRS. PRICKETT, VENABLES, & CO.** will SELL, by AUCTION, at the MART, Tokenhouse-yard, City, on THURSDAY, JUNE 13, at TWO o'clock precisely, in Eight Lots, by order of the Mortgagee, the desirable long LEASEHOLD PROPERTY, comprising Nos. 16, 17, 20, 21, and 22, Wynnell-road, Perry-valle, Forest-hill, Kent; Nos. 1, 3, 5, 7, and 9, Bell-gardens-road, State Nos. 1, 2, 3, 4, and 5, Westcott-terrace, Peckham, Surrey; and Nos. 19, 20, and 25, Lett-street, Horne-hill, Surrey; the whole (excepting one house) being let, and estimated to produce an aggregate rental of about £400 per annum. Held under separate leases, at low ground-rents.

May be viewed by permission of the tenants, and particulars obtained at the Auction Mart, City; of Messrs. Elwes & Sharpe, Solicitors, No. 8, Farnival's-inn, Holborn; and of Messrs. Prickett, Venables, & Co., Auctioneers and Surveyors, 62, Chancery-lane, and Barnet, Herts.

## POTTER'S BAR, MIDDLESEX.

On the borders of Herts. —Freehold Residence and Land; with possession.

**MESSRS. PRICKETT, VENABLES, & CO.** have received instructions to SELL, by AUCTION, at the MART, Tokenhouse-yard, Bank, E.C., on THURSDAY, JUNE 13th, at TWO o'clock precisely (unless previously disposed of by Private Contract), the well-built, detached FREEHOLD FAMILY RESIDENCE, known as Park House, Little Heath, Potter's-bar, standing in its own grounds, and being the highest spot in the district, commanding very fine views, on a bed of gravel, with plenty of water. The house is approached by a carriage sweep, and contains large dining and drawing rooms, library, five bed rooms, bath room (with hot and cold water laid on), good kitchen, dairy, larder, wine and beer cellars, and other offices. It is surrounded by tastefully laid-out and planted grounds, large walled-in kitchen garden, orchard, and a paddock. At the rear is an inclosed stable-yard, with separate way from the public road, two-stall stable, coach house, loose box, cow-shed, piggery, fowl-house, &c., the premises altogether containing about 34 acres, being in perfect order, and of the estimated annual value of £250. The charming village of Potter's-bar, being famous for its healthy position and pretty country, and the property situate within 10 minutes' walk of the railway station, and the property anxious to receive the benefit of a country residence. May be viewed any day by application between the hours of 11 and 5 o'clock (except Sundays).

Particulars may be obtained at the Mart, London; of E. Harston, Esq., Solicitor, 38, Throgmorton-street, E.C.; and at the offices of Messrs. Prickett, Venables, & Co., Auctioneers and Surveyors, 62, Chancery-lane, W.C., and Barnet, Herts.



## HERTS: THORLEY.

About two miles from the railway station and market town of Bishop's Stortford.—A small, modern detached Freehold Residence, with half an acre of pleasure grounds and about 31 acres of freehold land, with farmhouse, cottages, and homestead, admirably adapted for an accommodation or pleasure farm.—By direction of the Proprietor, who is leaving the neighbourhood.

**MESSRS. PRICKETT, VENABLES, & CO. will** sell, by AUCTION, at the MART, Tokenhouse-yard, City, on TUESDAY, JULY 16th, at TWO o'clock precisely, in One Lot (unless previously disposed of by Private Contract), the comfortable, well-built RESIDENCE, known as Whitelands, erected about four years since for the present proprietor's occupation, with half an acre of pleasure grounds, situate at Thorley, on the road from Sawbridge-worth to Great Hadham, possession of which can be obtained on completion of the purchase; likewise about 31 acres of sound arable and small part pasture land, known as Burnt House Farm and Lamb's Farm, upon which are two comfortable farmhouses, three cottages, farmyards, and homesteads, lot to Mr. William Notage, an excellent tenant, at a low rent, but whose tenancy can be determined at Michaelmas, 1879, if wished. This property, being all freehold and situate in a good hunting district, about 50 minutes' ride by rail from London, is worthy the attention of gentlemen and others seeking a pleasure or accommodation farm.

May be viewed, and particulars obtained on the premises; at the usual Inns in the neighbourhood; at the Auction Mart, City; of Messrs. Bell & Steward, Solicitors, 40, Lincoln's-inn-fields; and of Messrs. Prickett, Venables, & Co., Auctioneers and Land Agents, No. 62, Chancery-lane, and Barnet, Herts.

## EAST BARNET.

Surplus Property of the Great Northern Cemetery Company.—To Builders, Brickmakers, Manufacturers, Land Speculators, and others.

**MESSRS. PRICKETT, VENABLES, & CO. will** sell, by AUCTION, at the MART, Tokenhouse-yard, City, on TUESDAY, JULY 16, at TWO o'clock precisely, in One Lot, by direction of the Great Northern Cemetery Company, about 47a. 2r. 30p. of valuable FREEHOLD BUILDING LAND, desirably situate about midway between the New Southgate and Oakleigh-park Stations, with extensive frontages upon the public road leading from New Southgate to East Barnet, and partly abutting in the rear upon the Great Northern Railway, the distance from London being about seven miles. For brickmaking purposes this property is admirably adapted, there being an abundance of brick earth as well as gravel, which could be profitably utilized without deteriorating the value for building, while to parties desirous of erecting manufacturing or business premises, or otherwise building on a large scale, the position is undeniable, as probably arrangements could be made with the Great Northern Railway Company for granting facilities for bringing material on to the land. There is a small residence, chapel, lodge, and other buildings, likewise some valuable thriving shrubs, plantations, ornamental and timber-like trees on the property, which will be included in the sale. Possession can also be obtained upon completion of purchase.

May be viewed, and particulars obtained at the principal Taverns in the neighbourhood; at the Auction Mart, City; of Messrs. Harrison, Beal & Harrison, Solicitors, 19, Bedford-row, W.C.; and of Messrs. Prickett, Venables, & Co., Auctioneers and Land Agents, 62, Chancery-lane, and Barnet, Herts.

## SHEPHERD'S BUSH.

Long Leasehold Investments on the Aiken Estate.

**MESSRS. PRICKETT, VENABLES, & CO. will** sell, by AUCTION, at the MART, Tokenhouse-yard, City, on TUESDAY, JULY 16th, at TWO o'clock precisely, in Four Lots (unless previously disposed of by Private Contract), the desirable LEASEHOLD PROPERTY, comprising the excellent semi-detached residence, No. 2, Ashchurch-grove, likewise Nos. 22 and 26, Ashchurch-grove, and No. 2, Ashchurch-terrace, Shepherd's-bush, the whole let at moderate rents, excepting No. 22, Ashchurch-grove, which is in hand, and possession obtainable on completion of purchase. Held for long terms direct from the freeholder, at nominal ground-rents.

May be viewed by permission of the tenants, and particulars obtained at the Auction Mart, City; of C. W. Hird, Esq., Solicitor, Portland-chambers, 90, Great Titchfield-street; and of Messrs. Prickett, Venables, & Co., Auctioneers and Land Agents, 62, Chancery-lane, and Barnet, Herts.

## SUSSEX AND HAMPSHIRE.

The Forest Lodge Estate, a charming Residential Property, in the beautiful and healthy neighbourhood of Liphook, two miles from the station, one and a half hour's journey from London, and eight miles from Petersfield and Midhurst; comprising a newly-erected mansion, with all modern appliances for warming and lighting, including gas works, with about 150 acres of inclosed farm lands, and manorial rights over the large tract of waste lands (about 630 acres) of the manor of Rogate Bohunt, with splendid timber, and a lake of over 20 acres in front of the mansion. With possession on completion of the purchase.

**MESSRS. DEEKS, GIBBS, & CO. are favoured with** instructions to sell, by AUCTION, at the MART, Tokenhouse-yard, E.C., on THURSDAY, JUNE 13, 1878, at TWO o'clock precisely, in One Lot (unless previously disposed of by Private Contract), the above singularly attractive ESTATE, comprising a newly-erected Mansion, most conveniently arranged either for a large or small establishment, delightfully placed on rising ground overlooking a lake of 20 acres, with an island in the centre planted with rhododendrons, commanding magnificent and extensive views on every side over richly wooded home scenery and bold hills clothed with heath and furze, together with well-arranged stabling, coach-houses, and servants' rooms, built in character with the mansion, and, at a convenient distance

therefrom, several cottages and very superior farm premises, pleasure grounds, studded with magnificent timber, shrubberies, nursery grounds, flower and kitchen gardens in excellent order, and every accessory for residential enjoyment, with sporting rights of a high class, and within easy reach of Lord Leonfield's and the Hambledon Hounds. It is equal in value to freehold, that portion of the estate which is not freehold being held for a term of nearly 10,000 years, at the rent of a red rose. It is for the most part free of tithe and land-tax, and combines all the attractions of a residential and sporting domain, with a large area of wild and well-timbered open land, together with a most enjoyable pleasure farm.

Particulars, with plans and views of the mansion, may be had at the Mart; of Messrs. Maples, Teasdale, & Co., Solicitors, 6, Frederick's-place, Old Jewry; and of the Auctioneers, 20, Spring-gardens, and 136a, Westbourne-terrace, Hyde-park, W.

Upset price, £3,700.—North Devon, in the parish of Bradworthy, about 15 miles from Bideford, and eight from Holsworthy.

**MESSRS. DEEKS, GIBBS, & CO. have received** instructions from the Mortgagees to sell, by AUCTION, at the MART, Tokenhouse-yard, E.C., on THURSDAY, JUNE 13th, 1878, at TWO o'clock precisely, in One Lot, a very valuable FREEHOLD ESTATE of 532 acres, with a capital Residence, known as Lympscott, together with a good farm homestead and premises; also the Brexworthy and Stowford Farms, and the rent-charges in lieu of tithes, apportioned at £15 per annum, on the Lympscott portion of the estate; the whole let to yearly tenants, at rents which may be considered merely nominal. The estate is in a good sporting country, and is very compact, and there are some very thriving plantations of larch and other trees of an age to insure a profit by judicious thinning. At a small outlay it might be made available for the residence of a gentleman, and it offers an exceedingly good opportunity for investment, and will doubtless be much increased in value when the railway to Holsworthy, now in course of construction, is completed.

Particulars, with plans, may be had of Messrs. Jas. Taylor, Mason, & Taylor, Solicitors, No. 15, Fumivall's-inn, E.C.; at the Mart; and of Messrs. Deeks, Gibbs, & Co., Surveyors, 20, Spring-gardens, S.W., and 136, Westbourne-terrace, W.

## HYDE PARK, GLOUCESTER GARDENS.

A desirable Town Residence, in thorough repair, and ready for immediate occupation; with possession on completion of the purchase.

**MESSRS. DEEKS, GIBBS, & CO. are instructed** to sell, by AUCTION, at the MART, E.C., on THURSDAY, 13th JUNE, at TWO o'clock, the conveniently-arranged FAMILY RESIDENCE, No. 50, Gloucester-gardens, situate in a favourite position, approached from the main road by a carriage drive, with shrubbery in the front and garden in the rear, within a few minutes' walk of Hyde-park and Kensington-gardens, and very accessible from the City and West-end. The house is in excellent repair throughout. It is held on lease for a term, of which about 62 years are unexpired, at a moderate ground-rent. The whole of the excellent modern furniture may be taken at a valuation.

Particulars of Messrs. Bray & Warren, Solicitors, 99, Great Russell-street; or of the Auctioneers, 136, Westbourne-terrace, W., and 20, Spring-gardens, S.W.

## LIVERPOOL.

To Trustees and Capitalists.—Freehold Ground-rent of £1,000 a year, derived from the handsome and spacious building at the corner of Cook-street and North John-street.

**MESSRS. EDWIN FOX & BOUSFIELD will** sell, at the MART, on TUESDAY NEXT, JUNE 4th, at TWO, a valuable and well-situated FREEHOLD GROUND-RENT of £1,000 per annum, offering to trustees a most eligible investment. The property from which it is derived consists of a handsome, new stone building. It is situate in the very centre of the office locality of Liverpool, near the Exchange, opposite the Law Association Rooms and the National Bank. Part of the building is let for a term of 10 years, at £240 a year; a portion of the ground floor for 14 years at £400 a year; and the rest of the building is for the most part let for five or seven years; so that the total present rental is about £2,500 a year.

Particulars of Messrs. Richardson, Oliver, Jones, & Billson, Solicitors, 16, Cook-street, Liverpool; at the Mart; and of Messrs. Edwin, Fox, & Bousfield, 99, Gresham-street, Bank, E.C.

The Mount Grace Estate, in the parish of South Mimms, about half a mile from the Potter's-bar Station, on the main line of the Great Northern Railway.—A charming Freehold Residential and Building Estate (with great present and prospective commercial value) of about 61 acres, for the most part park-like in character, and ornamentally timbered, having a capital and substantial residence, containing every accommodation for a gentleman's family, having three reception rooms, billiard room, eight bed rooms, fitted bath room, and convenient domestic offices, conservatory, and greenhouse; detached laundry, with hot and cold water; stabling for two horses, coach-house, barnyard, with stabling for five horses, cart sheds, cow houses, &c. The grounds include ornamentally planted lawn, with parterres and well gravelled walks, walled kitchen garden, and orchard. The land is all very fertile meadow and pasture, and has commanding frontages to capital roads, affording choice building sites for the erection of appropriate houses without detriment to the enjoyment of the residence and its grounds.

**MESSRS. EDWIN FOX & BOUSFIELD will** sell, at the MART, on WEDNESDAY, JUNE 13, at TWO, in One Lot, the above valuable FREEHOLD ESTATE. Particulars of Messrs. Waltons, Bubbs, & Walton, Solicitors, 19, Great Winchester-street, E.C.; and of Messrs. Edwin Fox & Bousfield, 99, Gresham-street, Bank.